CONSENT AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
June 09, 2015
9:30 A.M.

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

NOTICE TO THE PUBLIC
CONSENT AGENDA

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being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

1. **AI-50053** **Approval of check register and payment of claims and bills -** (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. **2015 Intradepartmental transfers:**

A. **AI-50023** 2015 - Health & Human Services Dept./CPS-Hazards (1293)

B. **AI-49992** 2015 - Health & Human Services Dept. / TX Healthy (1293)

C. **AI-49973** 2015 - Purchasing Dept. (1100)

D. **AI-49960** 2015 - Constable Pct. 4 (1100)

E. **AI-49969** 2014 - County Court #4 (1100)

F. **AI-49977** 2015 - Texas A&M AgriLife Extension Service (1100)

G. **AI-49953** 2015 - Planning Dept. (1100)

H. **AI-49882** 2015 - Sheriff's Dept. / Jail (1100)

I. **AI-49844** 2015 - Sheriff's Office / Federal Sharing U.S. Department of Justice (1229)

J. **AI-49842** 2015 - HIDTA / US Treasury (1252)

3. **2015 Interdepartmental transfers:**

A. **AI-50024** Pct. 1 TXDOT, CO's 2009, & CO's 2010 A & B (1315, 1339, & 1342):
1. Approval of 2015 interdepartmental transfer within Pct. 1 TXDOT from CR 229 BR-Mile 17 1/2 Rd , program #096, to Mile 2 West (Mile 12-US 83), program #040, in the amount of $2,497.50 to fund aid to govt agency expenditures.

2. Approval of 2015 interdepartmental transfer within Pct. 1 CO's 2009 from Drainage Improv., program #052, to EM4W (M 12-M 13 1/2), program #064, in the amount of $71.99 to fund drainage improvement expenditures.

3. Approval of 2015 interdepartmental transfer within Pct. 1 CO's 2010 A & B from Mile 17N (FM88-FM1015), program #085, to Whalen Rd (BUS83-Moore), program #115, in the amount of $6,137.50 to fund road improvement expenditures.

B. **AI-50021** Pct 2 Administration (1200):
Approval of 2015 interdepartmental transfer from Pct 2 Rd Maint to Pct 2 Administration in the amount of $50,000.00 to fund repair/improvement at Pct 2 Administration Office.

C. **AI-49859** Health ADM (1100):
Approval of 2015 interdepartmental transfer from Co. Wide Adm.-Contingency to Health ADM in the total amount of $12,000.00.

D. **AI-49861** Emergency Mgmt (1100):
Approval of 2015 interdepartmental transfer from Co Wide Adm-Contingency to Emergency Mgmt in the total amount of $13,673.00.

E. **AI-49893** Pct. 3 C.O.'s (1315):
Approval of 2015 interdepartmental transfer within C.O.'s Fund 1315 (Prog 045) to TxDot project (prog 021)in the amount of $1380.00.

F. **AI-49850** 430th District Court (1100):
Approval of 2015 interdepartmental transfer from Co. Wide Adm.-Contingency to 430th District Court in the total amount of $3,807.00 to fund a new security camera system.

4. **Payment of claims/invoices:**

A. **AI-50019** Pct. #3:
Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditors:

Vendor	Invoice No.	Amount
Mobile Relays Partners, LTD.	AIR0034828	$1,169.82
Mobile Relays Partners, LTD.	AIR0034958	$1,169.82

B. **AI-49956** District Attorney:
Approval to process the following invoice from James Publishing as claims with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

Invoice Date	Invoice No.	Amount
11/24/2014	SI29627	233.00

C. **AI-49887** District Attorney:
Requesting approval for County Treasurers to process payment for fuel reimbursement in the amount of $10.00 for employee Irieno Ramos after auditing procedures are completed by County Auditor.

5. **Planning Department:**

A. **AI-50025** 1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)

2. Certificate of Water Service Availability under Texas Local Government Code Section 232.029 (c) (2)

6. County Treasurer:

A. AI-49872 Approval of Hidalgo County Monthly Investment Reports for January, February, March & April 2015

7. Monthly Fee Reports:

A. AI-49978 District Attorney's Office - Hot Checks Fees Report - April and May 2015

8. Executive Office - Valde Guerra:

A. AI-49975 Approval of 457 Plan hardship withdrawal requests for employee #148598 & employee #032603

9. Tax Refunds:

A. AI-49964

ACCOUNT NUMBER	PAYER	AMOUNT
H2550.00.006.0010.06	HUNTER KELSEY II LLC	$3,239.35
L0400.00.008.0000.00	SOUTH TEXAS ELECTRIC COOPERATIVE INC	$5,836.43

B. AI-49852

Account Number	Payer	Amount
C7883.01.000.0002.00	Target Corporation	$24,966.08
M2350.01.000.0004.00	Ryan Tax Compliances Services LLC	$9,135.61
M2360.00.000.0001.00	Target Corporation	$4,437.83
N5410.00.000.0001.00	Target Corporation	$12,869.56
S2979.00.00A.0003.00	Target Corporation	$11,471.42

C. AI-49855

Account Number	Payer	Amount
F6451.00.000.0027.00	Corelogic	$2,643.02

10. Membership Dues:

A. **AI-49968** County Auditor:
Requesting approval to pay membership dues to the Association of Certified Fraud Examiners (ACFE) in the amount of $175.00 (Requisition #278162) for Maria Arcilia Duran, CPA, Director of Audit Division, with the authority for the County Treasurer to issue a check after review, audit, and processing procedures are completed by the County Auditor.

B. **AI-49976** County Commissioners (1100):
Approval to pay Hidalgo County membership dues with authority for County Treasurer to issue check once auditing procedures are completed by County Auditor for the following:

Vendor	Year	Amount	Acct.#	Req. #
Rio Grande Valley Partnership	2015	$ 8,620.00	5-1100-413-30-125-004-0-810	278238

C. **AI-49776** Fire Marshal (1100):
Approval to pay membership dues to South Texas Fire Investigators Association in the total amount of $350.00 for the following seven individuals: Juan Martinez, Tommy Ureste, Eric Sanchez, Victor Ramirez, John D. Franz, Medardo Villarreal & Kyle Pulley; with authority for County Treasurer to issue payment after reviewing and auditing procedures are completed by County Auditor. (Req. 277278)

11. **Urban County:**

A. **AI-49957** Request for approval of one (1) applicant in the City of Weslaco, one (1) applicant in the City of Mercedes, one (1) applicant in the City of Elsa and one (1) applicant in the Countywide are under the Owner-occupied Housing Rehabilitation Program.

B. **AI-49885** Request approval to renew 2015-2016 membership dues in the amount of $1,545.00 to the National Community Development Association for Hidalgo County Urban County Program. (Membership dues covering the period July 1, 2015 through June 30, 2016)

C. **AI-49981** Request approval to renew 2015-2016 membership dues in the amount of $50.00 to the National Community Development Association, Region VI for Hidalgo County Urban County Program.
(Membership dues covering the period July 1, 2015 through June 30, 2016).

12. Auditor's Office:

A. AI-49987 Discussion, consideration and approval to process the City of Mission 2014-2015 TIRZ payment, in the amount of $2,060,674.90 pursuant to the interlocal agreement between the City of Mission, Hidalgo County, and the Reinvestment Zone No. 1, City of Mission.

13. Purchasing Dept:

Notes:

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

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

A. AI-50022 Requesting authority to advertise (including the authority to re-advertise the project in the event that not bids are received and/or are rejected and project is still required) and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for Road & Drainage Construction for Lorenzana Subdivision, an Hidalgo County Pct 1 BCAP projects.

B. AI-50016 Requesting approval of 60 day (grace period) extension of current contract for Hidalgo County - "Traffic Road Signs and Other Related Misc. Equipment" while procurement process is completed so as to have no lapse in service.

Original Contract # C-13-013-05-28
Extension # E-14-159-05-20

C. AI-49985 Requesting approval of payment of Invoice #11325160 in the amount $12,734.05 submitted by L&G Consulting Engineers Inc., in connection with professional engineering services provided under Contract C-15-046-03-03 (WA#1), for Pct 2 Regional Hike & Bike Project.

D. **AI-49986** Requesting approval of payment of Invoice #11325159 in the amount $91,895.09 submitted by L&G Consulting Engineers Inc., in connection with professional engineering services provided under Contract C-15-097-03-17 (WA#1), for Pct.2 priority projects.

E. **AI-49989** Requesting approval of payment of Invoice #11325171 in the amount $15,341.07 submitted by L&G Consulting Engineers Inc., in connection with professional engineering services provided under Contract C-15-046-03-03 (WA#2), for Pct 2 Regional Hike & Bike Project.

F. **AI-50004** Acceptance and approval of invoice No. 13159-6 in the amount $912.87 submitted by Chanin Engineering LLC, contracted engineer for the, "Adult Detention and Law Enforcement Facility Repairs and/or Replacement" C-13-133-07-09;

G. **AI-50005** Approval of Construction Change Directive #1 (as drafted/submitted through project engineering, Chanin Engineering, LLC reviewed/concurred by construction manager, Prodigy) in the amount of $133,000.00 (Allowance) so as to give general contractor, Central Air Heating Service, Inc. the notice to proceed, if applicable.

H. **AI-50006** Acceptance and approval of request for payment of Invoice #Feb 15-14 dated 2-27-25 in the amount of $7,860.95 as submitted by LeFEVRE Engineering for the provision of engineering services in connection with Heidelberg-Palm Street Project under Contract #C-14-308-09-09-PO#721466 - WA#2.

I. **AI-50008** Acceptance & approval of the following invoices submitted by contracted/project engineer, L & G Consulting Engineers, Inc.:
1. Invoice No. 11325149-$ 3,156.49 for "Mile 3-WA#1"
2. Invoice No. 11325146-$23,180.00 for "La Homa ROW-WA#1"
3. Invoice No. 11325153-$ 84,293.50 for "Mile 3"
4. Invoice No. 11325155 -$10,841.37 for "FM 494-Shary Road Project"

J. **AI-50009** Acceptance and approval of Invoice #11325144 in the amount of $3,788.64 from L&G Consulting Engineers, Inc. contracted engineer for HCMPO Policy Meeting-C-13-225-07-09.

K. **AI-50011** Presentation for discussion, consideration, and approval for disbursement of funds to be made and sent directly to Escrow Agent: Bank of America Merrill Lynch as requested by awarded vendor, (approved by Commissioners Court on June 02, 2015) RDH Site and Concrete, LLC as a condition to their Surety and thus directing all contract proceedings

earned and to be earned under project #CAP-15-086-03-11-YSS/contract #C-CAP-15-086-03-31 Road & Drainage Construction for Rankin Subdivision directly to the Escrow Agent for RDH Site and Concrete, LLC: Bank of America Merrill Lynch.

L. **AI-50013** Approval of the following items for Texas Cordia Construction LLC for the Pct. 2 Roadrunner Subdivision Paving & Drainage Improvements, as submitted and recommended by project engineer, Raul Sesin, PE for contract # C-14-285-09-15:
A. Application for Retainage release in the amount of $19,774.25;
B. Acceptance of Certificate of Construction Completion, reflecting the date of March 19, 2015.

M. **AI-49980** Requesting approval of payment of Invoice #11325150 in the amount $1,326.74 submitted by L&G Consulting Engineers Inc., in connection with construction materials testing and construction inspection provided under Contract C-15-125-04-14 (WA#1), for Pct 2 Equipment Maintenance Facility Project.

N. **AI-49847** Request by Hon. Arturo Guajardo, Jr., HC-Clerk, through Ms. Annette Muniz, Chief Deputy, the removal of fixed assets from their inventory list as identified and detailed in the supporting documentation attached herein.

O. **AI-49849** **206th District Court:**
Requesting authority to purchase maintenance services renewal through a purchase order (with company's response as to acceptance of county purchase order only and no executed agreement) with RICOH USA through requisition #277548 at $375.00 per year-effective 8/6/2015 - 8/5/2016.

P. **AI-49576** **County Court at Law #8:**
Requesting authority to enter into a 36-month new (capital) lease copier for a RICOH MPC4503 through our membership/participation with (DIR) Department of Information Resources awarded vendor, RICOH USA / GE RICOH USA contract DIR-SDD-1674 through Requisition #276415 in the amount of $155.64/month-equipment, B/W impressions @ $34.50/month, color impressions @ $32.10/month with a total of $222.24/month, effective upon approval.

Q. **AI-49929** Acceptance and approval of request for Invoice Payment #20152327 in the amount of $14,894.84 as submitted by TEDSI INFRASTRUCTURE GROUP - Work Authorization No. 2-PO#698569-Contract #C-08-227-02-09 for Professional Engineering Services from February 01, 2015 to April 30, 2015 with authority for County Treasurer to issue

payment after County Auditor's review and processing procedures are completed.

R. **AI-49970** Approval of Request for Payment-Application No. 4 in the amount of $101,430.93 as submitted by 2GS, LLC-Contract #C-14-362-10-28-PO#717811 for the provision of Construction Services for the Sioux Road Paving and Drainage Improvements Project in Precinct One and as reviewed by project engineer, Raul Sesin, P.E.

S. **AI-49926** Add Fuel Card Users/Delete Fuel Card Users
1. Adult Probation - Delete Fuel Card Users
2. Adult Probation - Add Fuel Card Users

AI-50053 **1.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

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

BACKGROUND

Fiscal Impact

Attachments

ck reg

Form Review

Form Started By: Monica Badillo Started On: 06/08/2015 03:04 PM

Final Approval Date: 06/08/2015

Approval of Check Register as Summarized Below

June 9th, 2015

Bank Account	Fund	Start Ck #	End Ck #		Amount
01	General Fund	416439	416805		2,677,169.41
02	Special Revenue	402928	403095		452,353.19
04	Capital Projects	16204	16212		190,493.52
05	Trust & Agency	24394	24394		252.00
07	Proprietary	6055	6055		72.12
15	Urban County	30255	30273		152,733.68

	Total checks		**3,473,073.92**
Ach Withdrawals for:			
General Fund	ITEMS:	2	1,451,273.25
Trust & Agency Funds	ITEMS:	2	8,477.41
Proprietary Funds	ITEMS:	2	1,010,254.62
Waiver 1115	ITEMS:	1	15,539,717.87
	Total withdrawals:		18,009,723.15
Bank Internal Transfer for:			
General Fund	ITEMS:	5	14,067,392.00
Special Revenue Funds	ITEMS:	1	9,539,717.87
	Total transfers:		23,607,109.87
	Total electronic payments:		41,616,833.02
	Grand Total:		**45,089,906.94**

ACH Withdrawals

Date	To	For	From	Amount
06/05/15	Texas Class Investment Pool	Tax Office Motor Vehicle	Gerneral Fund	827,618.98
06/03/15	Texas Class Investment Pool	Tax Office Motor Vehicle	Gerneral Fund	623,654.27
			Total General	1,451,273.25
06/01/15	Esimpkins	457 Reg. P/R pp11	Trust & Agency Fund	8,202.41
06/02/15	Esimpkins	457 Elected Officials pp10	Trust & Agency Fund	275.00
			Total Trust & Agency	8,477.41
06/04/15	TriStar Risk Mgnt	Workers Compensation	Proprietary Fund	42,499.00
06/04/15	Blue Cross Blue Shield	Health Insurance Claims	Proprietary Fund	967,755.62
			Total Proprietary	1,010,254.62
06/08/15	Texas State Comptroller	IGT Waiver 1115	**(Waiver 1115)**	15,539,717.87
			Total ACH Withdrawal	18,009,723.15

Bank Internal Transfers

Date	To	For	From	Amount
06/03/15	Special Revenue Fund	Tax Office	General Fund	3,068,145.43
06/03/15	Special Revenue Fund	Tax Office	General Fund	1,210,113.99
06/03/15	Special Revenue Fund	Tax Office	General Fund	964,456.25
06/03/15	Special Revenue Fund	Tax Office	General Fund	2,824,676.33
06/05/15	1115 Waiver	Year 3 uncompensated care	General Fund	6,000,000.00
			Total General	14,067,392.00
06/05/15	1115 Waiver	Year 3 uncompensated care	Special Revenue Fund	9,539,717.87
			Total Special Revenue	9,539,717.87
			Total Bank Transfers	23,607,109.87
			Grand Total	41,616,833.02

A/P Summary Check Register FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
01	00416439	583.10	06/09/15	246611 CANTU, ORLANDO	C
01	00416440	216.00	06/09/15	230219 CASTILLEJA, SANTOS III	C
01	00416441	216.00	06/09/15	347655 CHAVANA, NEIDA	C
01	00416442	8,840.34	06/09/15	343277 CITIBANK	C
01	00416443	446.35	06/09/15	410276 PALAK HOTEL, LLC	C
01	00416444	168.00	06/09/15	342653 CONTRERAS, RICARDO	C
01	00416445	18.00	06/09/15	425567 CRUZ, EDUARDO	C
01	00416446	262.20	06/09/15	369454 EMBASSY SUITES SAN MARCOS-HOTEL, SPA &	C
01	00416447	65.40	06/09/15	316288 EUFRACIO, RAYMUNDO	C
01	00416448	503.78	06/09/15	434116 GONZALEZ, CATHERINE	C
01	00416449	268.00	06/09/15	342661 HINOJOSA, LAURA	C
01	00416450	405.00	06/09/15	259071 JOHNSON, KATHY	C
01	00416451	216.00	06/09/15	320595 MIRELES, EVA	C
01	00416452	480.25	06/09/15	433160 1859 HISTORIC HOTELS, LTD	C
01	00416453	480.25	06/09/15	433160 1859 HISTORIC HOTELS, LTD	C
01	00416454	480.25	06/09/15	433160 1859 HISTORIC HOTELS, LTD	C
01	00416455	480.25	06/09/15	433160 1859 HISTORIC HOTELS, LTD	C
01	00416456	35.70	06/09/15	299871 RAMOS, ESTANISLADO III	C
01	00416457	160.00	06/09/15	96385 TEXAS CENTER FOR THE JUDICIARY, INC.	C
01	00416458	498.00	06/09/15	214272 TRAVEL ADVISORS INT.	C
01	00416459	216.00	06/09/15	118397 VILLARREAL, PABLO JR.	C
01	00416460	61.53	06/09/15	284718 VILLARREAL, ROBERTO J.	C
01	00416461	200.00	06/09/15	404136 AGUILAR, CESAR OMAR	C
01	00416462	117.50	06/09/15	368954 LAW OFFICE OF DIANA FUENTES AGUILAR	C
01	00416463	1,780.00	06/09/15	23019 ALEXANDER, MARK	C
01	00416464	3,520.00	06/09/15	375454 ALEXANDER, PAMELA S.	C
01	00416465	300.00	06/09/15	332917 ALVARADO, CATARINA S.	C
01	00416466	700.00	06/09/15	305464 ALVAREZ, JUAN R.	C
01	00416467	2,100.00	06/09/15	419397 ANAYA LAW FIRM PLLC	C
01	00416468	975.00	06/09/15	66702 ARIZPE, SOFIA	C
01	00416469	737.50	06/09/15	2526 ARTURO R. CANTU, ATTORNEY AT LAW	C
01	00416470	335.00	06/09/15	329134 BARBOSA, ALBERTO	C
01	00416471	250.00	06/09/15	299375 LAURA MARTINEZ BARBOSA	C
01	00416472	905.00	06/09/15	371262 BARRERA, JOSE OSCAR JR.	C
01	00416473	642.50	06/09/15	319104 CHRISTOPHER RYAN BRASURE	C
01	00416474	135.00	06/09/15	430897 BRITNY ROCHA	C
01	00416475	400.00	06/09/15	330752 CANALES, MELISA LARES	C
01	00416476	425.00	06/09/15	297895 CANCHE, RUDY JR.	C
01	00416477	455.00	06/09/15	367028 CANTU-DELBOSQUE & ASSOCIATES, P.C.	C
01	00416478	1,075.00	06/09/15	205028 LAW OFFICE OF ROBERT M. CAPELLO JR. P.C.	C
01	00416479	3,010.00	06/09/15	315532 CARLOS E. ORTEGON, P.C.	C
01	00416480	300.00	06/09/15	348147 EDNA ESCANAME CEDILLO	C
01	00416481	200.00	06/09/15	406481 CHUGANI, HITESH K.	C
01	00416482	475.00	06/09/15	170127 CONNET, SALLY M.	C
01	00416483	2,362.50	06/09/15	222232 LAW OFFICE OF M. TERESA CORONADO	C
01	00416484	1,145.00	06/09/15	421391 CRUZ, DEBBIE	C
01	00416485	2,020.00	06/09/15	391948 LAW OFFICE OF MARLA CUELLAR	C
01	00416486	700.00	06/09/15	428523 DAVIS, DEMETRIUS J.	C
01	00416487	4,105.00	06/09/15	413798 DE LA FUENTE & SOLIS, P.L.L.C.	C
01	00416488	200.00	06/09/15	422045 DE LUNA, JESSICA	C
01	00416489	300.00	06/09/15	402761 DE OCHOA, SONIA	C
01	00416490	1,540.00	06/09/15	322555 ESPINOSA, PILAR V.	C
01	00416491	2,910.00	06/09/15	208809 ESQUIVEL, ROEL	C
01	00416492	470.00	06/09/15	333034 FLORES, ABIEL	C
01	00416493	1,925.00	06/09/15	249378 OSCAR RENE FLORES, P.C.	C

Bank	Check No	Amount	Date	Vendor	Type
01	00416494	500.00	06/09/15	217743 LAW OFFICE OF DALINDA B. GARCIA	C
01	00416495	1,780.00	06/09/15	241873 JAIME ROEL GARCIA	C
01	00416496	1,650.00	06/09/15	145882 ABEL GARZA ATTORNEY AT LAW	C
01	00416497	650.00	06/09/15	434183 GARZA, DORA ALICIA	C
01	00416498	380.00	06/09/15	334995 GARZA, LAURA	C
01	00416499	2,607.50	06/09/15	287989 LAW OFFICE OF MELINDA D. GARZA	C
01	00416500	605.00	06/09/15	159298 GARZA, ROGELIO	C
01	00416501	1,410.00	06/09/15	19062 GOMEZ, JOSE ANTONIO	C
01	00416502	1,675.00	06/09/15	181188 GONZALES, FRANCISCO E. JR.	C
01	00416503	300.00	06/09/15	330507 LAW OFFICE OF JOSE G. GONZALEZ	C
01	00416504	2,850.00	06/09/15	385158 ARMANDO M. GUERRA & ASSOCIATES, PLLC	C
01	00416505	300.00	06/09/15	400785 GUERRA, JUAN FRANCISCO	C
01	00416506	35.00	06/09/15	417564 GUERRERO, JOSE ROBERTO	C
01	00416507	295.00	06/09/15	317055 LAW OFFICE OF LILLY A GUTIERREZ	C
01	00416508	1,000.00	06/09/15	376442 GUTIERREZ, ROEL	C
01	00416509	350.00	06/09/15	412406 HELLER, URI AARON	C
01	00416510	400.00	06/09/15	350095 HERNANDEZ, AGUSTIN JR	C
01	00416511	450.00	06/09/15	427217 D.M. HERNANDEZ LAW FIRM, PLL	C
01	00416512	2,235.00	06/09/15	240079 HIGDON LAW FIRM, P.C.	C
01	00416513	2,215.00	06/09/15	274046 HINOJOSA, ANNETTE C.	C
01	00416514	770.00	06/09/15	179094 JEANNE E. HOLMES, P.C.	C
01	00416515	4,752.50	06/09/15	390232 LAW OFFICE OF CARLOS R. GALVAN	C
01	00416516	600.00	06/09/15	123307 LAW OFFICE OF ELBA ROCHA, PLLC	C
01	00416517	4,300.00	06/09/15	92096 SEPULVEDA, ELOY	C
01	00416518	600.00	06/09/15	322644 LAW OFFICE OF RODRIGO GARZA, JR, PLLC	C
01	00416519	2,155.00	06/09/15	319309 LAW OFFICE OF TRACI LYNN EVANS	C
01	00416520	1,000.00	06/09/15	254673 LOPEZ, GREGORIO R.	C
01	00416521	600.00	06/09/15	157627 LAW FIRM OF RONALDO S. LOZANO	C
01	00416522	1,455.00	06/09/15	159336 LAW OFFICE OF VERONICA MONCIVAIS	C
01	00416523	2,382.50	06/09/15	251127 LAW OFFICE OF MELISSA RIOS MONTES	C
01	00416524	805.00	06/09/15	265543 LAW OFFICE OF DANIEL MORA, III	C
01	00416525	930.00	06/09/15	226297 MORALES-MARTINEZ, NEREYDA	C
01	00416526	960.00	06/09/15	245364 NITSCH, PATRICK A.	C
01	00416527	200.00	06/09/15	234257 THE LAW OFFICE OF DAMIAN OROZCO	C
01	00416528	975.00	06/09/15	424137 PALACIOS, GARZA & THOMPSON, P.C.	C
01	00416529	567.50	06/09/15	288306 JS PALACIOS PLLC	C
01	00416530	800.00	06/09/15	428744 PALACIOS-LOVE LAW PLLC	C
01	00416531	200.00	06/09/15	403377 PATINO & ASSOCIATES PLLC	C
01	00416532	345.00	06/09/15	207748 PENA, FIDEL LUIS III	C
01	00416533	410.00	06/09/15	143456 LAW OFFICE OF GEORGE PITCHFORD	C
01	00416534	67.50	06/09/15	209783 RAMIREZ, CARMEN B.	C
01	00416535	2,165.00	06/09/15	291749 RAMIREZ, JOSE ALBINO	C
01	00416536	910.00	06/09/15	159328 RAMIREZ, LUIS R.	C
01	00416537	1,100.00	06/09/15	95982 RAMIREZ, MARIO	C
01	00416538	550.00	06/09/15	152013 RAMIREZ, REGINALDO	C
01	00416539	430.00	06/09/15	145246 RAMIREZ, RUBEN	C
01	00416540	990.00	06/09/15	182273 REYES, DANIEL R.	C
01	00416541	440.00	06/09/15	434450 REYES, RENE	C
01	00416542	600.00	06/09/15	297615 LAW OFFICE OF REGINA RICHARDSON	C
01	00416543	200.00	06/09/15	418943 RIGNEY, PATRICIA ANN	C
01	00416544	1,435.00	06/09/15	255599 RODRIGUEZ, BERTHA ISABEL	C
01	00416545	410.00	06/09/15	256463 RODRIGUEZ, JOHN J.	C
01	00416546	2,692.50	06/09/15	156469 THE LAW OFFICE OF RAMON ROSALES JR, P.C.	C
01	00416547	400.00	06/09/15	353477 SAHADI, JAMES M.	C
01	00416548	300.00	06/09/15	423777 SALINAS, JORGE A.	C

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01	00416549	1,230.00	06/09/15	408247 SCHUETTE, ABIGAIL R.	C
01	00416550	152.50	06/09/15	212725 SOLIS, JAVIER E.	C
01	00416551	1,490.00	06/09/15	320102 LAW OFFICE OF LAURO B. TREJO III	C
01	00416552	500.00	06/09/15	222518 LAW OFFICE OF GREGORIO TREVINO	C
01	00416553	755.00	06/09/15	320196 VALDEZ, ROOSEVELT ROY	C
01	00416554	205.00	06/09/15	383678 THE VARGAS LAW FIRM	C
01	00416555	1,165.00	06/09/15	372722 LAW OFFICE OF THOMAS G. WAYLAND	C
01	00416556	200.00	06/09/15	295973 LAW OFFICE OF LENNARD K WHITTAKER	C
01	00416557	1,025.00	06/09/15	404381 WIESEHAN, ERIC	C
01	00416558	250.00	06/09/15	345121 WILLIAMSON LAW FIRM	C
01	00416559	815.00	06/09/15	326585 WISE, MIGUEL D.	C
01	00416560	455.00	06/09/15	398390 THE LAW OFFICE OF JUAN R. ZAMORA	C
01	00416561	1,920.00	06/09/15	2666 ATLAS, HALL & RODRIGUEZ, L.L.P	C
01	00416562	16,085.94	06/09/15	280046 L & G CONSULTING ENGINEERS, INC.	C
01	00416563	21.66	06/09/15	10197 CITY OF EDINBURG	C
01	00416564	16.25	06/09/15	134686 CITY OF MERCEDES	C
01	00416565	7,544.44	06/09/15	277223 RELIANT, DEPT 0954	C
01	00416566	356.90	06/09/15	260363 T-MOBILE	C
01	00416567	1,015.00	06/09/15	211532 A SIGN LANGUAGE CO.	C
01	00416568	3,769.71	06/09/15	426202 ABM JANITORIAL SERVICES-SOUTH CENTRAL, I	C
01	00416569	363.95	06/09/15	363588 AGUA SPECIAL UTILITY DISTRICT	C
01	00416570	7,421.25	06/09/15	401374 AIM MEDIA TEXAS OPERATING, LLC	C
01	00416571	372.88	06/09/15	416410 AIRGAS USA, LLC	C
01	00416572	368.40	06/09/15	399140 ALARM SECURITY GROUP LLC	C
01	00416573	133.69	06/09/15	409715 ALCOCER, NORMA ELIZABETH	C
01	00416574	30.48	06/09/15	400718 ALFARO, MARIA TERESA	C
01	00416575	3,746.32	06/09/15	322806 ALLIED FIRE PROTECTION SA, LP	C
01	00416576	720.00	06/09/15	400700 AMERICAN SURVEILLANCE COMPANY, INC.	C
01	00416577	798.30	06/09/15	314927 AMIGO BOLT & SUPPLY	C
01	00416578	92.62	06/09/15	1864 AMIGO IMPLEMENT CO., INC	C
01	00416579	2,130.00	06/09/15	199362 ANRIGE, INC.	C
01	00416580	5,370.14	06/09/15	302465 ARGUINDEGUI OIL CO II LTD	C
01	00416581	1,168.43	06/09/15	302465 ARGUINDEGUI OIL CO II LTD	C
01	00416582	52,117.49	06/09/15	302465 ARGUINDEGUI OIL CO II LTD	C
01	00416583	2,127.77	06/09/15	302465 ARGUINDEGUI OIL CO II LTD	C
01	00416584	204.40	06/09/15	328626 AT&T	C
01	00416585	242.97	06/09/15	328626 AT&T	C
01	00416586	9,567.70	06/09/15	328626 AT&T	C
01	00416587	243.10	06/09/15	366501 AT&T MOBILITY	C
01	00416588	12,329.46	06/09/15	2666 ATLAS, HALL & RODRIGUEZ, L.L.P	C
01	00416589	2,409.09	06/09/15	337412 AUTOZONE	C
01	00416590	37.95	06/09/15	432989 BARBOSA, MARIA T.	C
01	00416591	196.63	06/09/15	3816 BILL BUNTON AUTO SUPPLY & MACHINE INC.	C
01	00416592	198.19	06/09/15	354295 BLUE CROSS BLUE SHIELD OF TEXAS	C
01	00416593	975.48	06/09/15	90476 BOB BARKER COMPANY, INC	C
01	00416594	2,099.14	06/09/15	4537 BURTON AUTO SUPPLY, INC	C
01	00416595	177.95	06/09/15	124346 C & S SAFETY SUPPLY	C
01	00416596	155.79	06/09/15	179272 CANON FINANCIAL SERVICES INC.	C
01	00416597	114.26	06/09/15	261726 CARRIER ENTERPRISE, LLC	C
01	00416598	534.82	06/09/15	300896 CC DISTRIBUTORS, INC.	C
01	00416599	2,593.76	06/09/15	300896 CC DISTRIBUTORS, INC.	C
01	00416600	1,360.93	06/09/15	432458 CERTIFIED HAND THERAPY CENTER, LLC	C
01	00416601	887.20	06/09/15	258725 CHRISTUS SPOHN HOSPITAL KLEBE	C
01	00416602	310.00	06/09/15	6513 CITY OF EDINBURG	C
01	00416603	23,840.59	06/09/15	6513 CITY OF EDINBURG	C

Bank	Check No	Amount	Date	Vendor		Type
01	00416604	14,787.13	06/09/15	6513	CITY OF EDINBURG	C
01	00416605	5,723.13	06/09/15	10197	CITY OF EDINBURG	C
01	00416606	71.00	06/09/15	6637	CITY OF MISSION	C
01	00416607	28.38	06/09/15	6637	CITY OF MISSION	C
01	00416608	2,060,674.90	06/09/15	6637	CITY OF MISSION	C
01	00416609	382.02	06/09/15	6696	CITY OF PHARR	C
01	00416610	4,125.00	06/09/15	375543	CLARKE MOSQUITO CONTROL PRODUCTS, INC.	C
01	00416611	400.00	06/09/15	234303	COHRS, RICHARD	C
01	00416612	392.63	06/09/15	373095	CONFIRMDELIVERY.COM, INC.	C
01	00416613	695.00	06/09/15	355372	CTC DISTRIBUTING, LTD	C
01	00416614	20.00	06/09/15	310239	D & M CLEANERS	C
01	00416615	1,398.24	06/09/15	262455	DAHILL INDUSTRIES	C
01	00416616	47.50	06/09/15	367044	DE ALBA TORTILLA FACTORY & BAKERY	C
01	00416617	34.50	06/09/15	370347	DEL ANGEL, ENEDELIA	C
01	00416618	7,628.90	06/09/15	178136	DELL MARKETING L.P.	C
01	00416619	137.90	06/09/15	86525	DELTA SPECIALTIES SUPPLY	C
01	00416620	126.47	06/09/15	228389	DIRECTV	C
01	00416621	60.36	06/09/15	228389	DIRECTV	C
01	00416622	171.98	06/09/15	228389	DIRECTV	C
01	00416623	145.98	06/09/15	228389	DIRECTV	C
01	00416624	750.00	06/09/15	277096	DIRT DEPOT & SUPPLIES, INC.	C
01	00416625	719.92	06/09/15	250899	DOCTORS HOSPITAL AT RENAISSANCE	C
01	00416626	301.67	06/09/15	421812	PROBILLING	C
01	00416627	316.10	06/09/15	275875	EAN HOLDINGS, LLC	C
01	00416628	6,588.00	06/09/15	391956	ECONET.COM, INC.	C
01	00416629	110.00	06/09/15	227153	ECONOMY TIRES & WHEELS	C
01	00416630	500.00	06/09/15	94986	ELISA G. SANCHEZ, M.D.	C
01	00416631	20.13	06/09/15	432997	ESPIRITU, ELVIA	C
01	00416632	734.62	06/09/15	434647	ESQUIVEL, CARINA YBET	C
01	00416633	59.70	06/09/15	412872	FASTSERV SUPPLY, INC.	C
01	00416634	823.50	06/09/15	11908	FEDEX	C
01	00416635	188.85	06/09/15	367346	FLEET SAFETY EQUIPMENT, INC.	C
01	00416636	175.82	06/09/15	289612	FLOWERS BAKING CO. OF SAN ANTONIO, LLC	C
01	00416637	15.00	06/09/15	321826	G & K SERVICE INC.	C
01	00416638	31.05	06/09/15	192988	GARCIA, RAMIRO	C
01	00416639	5,362.62	06/09/15	13897	GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00416640	485.02	06/09/15	169242	GCR TIRE CENTERS	C
01	00416641	2,915.46	06/09/15	211567	GE CAPITAL INFORMATION TECHNOLOGY SOLUTI	C
01	00416642	3,366.05	06/09/15	211567	GE CAPITAL INFORMATION TECHNOLOGY SOLUTI	C
01	00416643	40.27	06/09/15	164518	GEORGE P. AMEGIN D.O., P.A.	C
01	00416644	23.58	06/09/15	143782	GONZALEZ, JOSEFINA	C
01	00416645	4.60	06/09/15	268933	GUAJARDO, GABRIEL JR.	C
01	00416646	247.50	06/09/15	244899	GUERRA, LEEDS, SABO & HERNANDEZ, PLLC	C
01	00416647	15,481.18	06/09/15	15253	GULF COAST PAPER CO.	C
01	00416648	271.00	06/09/15	15261	GULF DATA PRODUCTS	C
01	00416649	1,082.23	06/09/15	201367	H & H GOLF CARTS, INC.	C
01	00416650	358.70	06/09/15	296627	HENRY SCHEIN, INC.	C
01	00416651	30,136.00	06/09/15	16357	HIDALGO CO. DISTRICT CLERK	C
01	00416652	22.50	06/09/15	432644	HIDALGO COUNTY TAX ASSESSOR-COLLECTOR	C
01	00416653	50.25	06/09/15	432644	HIDALGO COUNTY TAX ASSESSOR-COLLECTOR	C
01	00416654	2,114.97	06/09/15	94366	BD HOLT CO	C
01	00416655	869.10	06/09/15	291374	HOME DEPOT CREDIT SERVICES	C
01	00416656	687.37	06/09/15	336173	HAJOCA CORPORATION	C
01	00416657	688.35	06/09/15	405078	INDUSTRIAL DISTRIBUTION GROUP	C
01	00416658	82.08	06/09/15	423092	INPATIENT CONSULTANTS OF TEXAS, PLLC	C

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01	00416659	398.12	06/09/15	179442 IVAN'S AUTOMOTIVE	C
01	00416660	750.00	06/09/15	17728 J & B INDUSTRIES INC	C
01	00416661	1,100.66	06/09/15	262447 JOHNSON SUPPLY	C
01	00416662	586.28	06/09/15	253324 JOHNSTONE SUPPLY-PHARR	C
01	00416663	400.00	06/09/15	113808 JONES, RAY	C
01	00416664	17.25	06/09/15	310948 JUAREZ, JUANA VERONICA	C
01	00416665	882.00	06/09/15	19941 KALIFA'S WESTERN WEAR, INC.	C
01	00416666	85.02	06/09/15	119784 LABATT FOOD SERVICE	C
01	00416667	108.86	06/09/15	236101 LABCORP OF AMERICA HOLDINGS	C
01	00416668	944.00	06/09/15	115851 LASER LUX	C
01	00416669	485.00	06/09/15	282693 LEXISNEXIS	C
01	00416670	117.22	06/09/15	282693 LEXISNEXIS RISK DATA MANAGEMENT INC	C
01	00416671	151.00	06/09/15	237507 LEXISNEXIS	C
01	00416672	732.00	06/09/15	237507 LEXISNEXIS	C
01	00416673	2,002.40	06/09/15	288772 GALLS, LLC	C
01	00416674	37.38	06/09/15	356859 LOPEZ, ADALGISA	C
01	00416675	1,725.00	06/09/15	404462 LOPEZ, CATALINA	C
01	00416676	106.38	06/09/15	333557 LOPEZ, SANDRA	C
01	00416677	75.98	06/09/15	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00416678	338.21	06/09/15	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00416679	30.73	06/09/15	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00416680	15.09	06/09/15	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00416681	15.09	06/09/15	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00416682	69.42	06/09/15	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00416683	21.72	06/09/15	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00416684	41.48	06/09/15	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00416685	54.25	06/09/15	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00416686	1,085.56	06/09/15	321451 MARIA E. RODRIGUEZ	C
01	00416687	1,275.00	06/09/15	143332 MARTINEZ, XAVIER J. PH.D.	C
01	00416688	135.96	06/09/15	23493 MATT'S CASH & CARRY	C
01	00416689	1,226.04	06/09/15	370886 MCALLEN COMMUNICATIONS COMPANY INC	C
01	00416690	59.95	06/09/15	409707 MCALLEN HOSPITALIST GROUP, PLLC	C
01	00416691	750.00	06/09/15	266264 MCALLEN HOSPITALS, L.P.	C
01	00416692	35.25	06/09/15	224529 MCCOY'S BUILDING SUPPLY	C
01	00416693	1,920.11	06/09/15	196681 MCCOY'S BUILDING SUPPLY #100	C
01	00416694	280.50	06/09/15	399086 MELEC ENTERPRISES, LLC	C
01	00416695	1,025.00	06/09/15	300675 MEMORIAL FUNERAL HOME	C
01	00416696	85.10	06/09/15	404500 MICHELS, LINDA	C
01	00416697	28.14	06/09/15	138479 MILITARY HIGHWAY WATER SUPPLY CORP.	C
01	00416698	457.89	06/09/15	138479 MILITARY HIGHWAY WATER SUPPLY CORP.	C
01	00416699	64.75	06/09/15	125334 MINGO'S CAR KLINIC & DETAILING	C
01	00416700	1,650.00	06/09/15	170321 MIRTA ZORRILLA, M.D. P.A.	C
01	00416701	199.71	06/09/15	24996 MISSION AUTO ELECTRIC, INC.	C
01	00416702	100.00	06/09/15	25151 MISSION DUNCAN INS. AGENCY	C
01	00416703	4,320.00	06/09/15	25097 MISSION HOSPITAL	C
01	00416704	90.65	06/09/15	401960 MISSION QUICK LUBE, INC.	C
01	00416705	38.89	06/09/15	388467 MODEL LAUNDRY, LLC	C
01	00416706	2,834.16	06/09/15	375462 MOLINA, EFRAIN JR.	C
01	00416707	55.20	06/09/15	292508 MOLINA, HILDA	C
01	00416708	118.53	06/09/15	72745 MONTALVO INSURANCE AGENCY, INC.	C
01	00416709	1,120.40	06/09/15	414492 MOUNTAIN GLACIER, LLC	C
01	00416710	3,250.00	06/09/15	349542 RONALDO MUNOZ	C
01	00416711	1,500.00	06/09/15	349542 RONALDO MUNOZ	C
01	00416712	50.03	06/09/15	129259 MURPHY, ELVA	C
01	00416713	574.27	06/09/15	3166 NEUHAUS & COMPANY LTD	C

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01	00416714	303.50	06/09/15	153842 NICHO PRODUCE CO, INC	C
01	00416715	97.82	06/09/15	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00416716	3,870.00	06/09/15	261319 NUECES COUNTY	C
01	00416717	3,231.04	06/09/15	221945 O'REILLY AUTOMOTIVE STORES, INC.	C
01	00416718	5,956.11	06/09/15	255165 O. E. INVESTMENTS, LTD	C
01	00416719	29.90	06/09/15	367796 OCHOA, ROSE MARY	C
01	00416720	920.15	06/09/15	312231 OFFICE DEPOT	C
01	00416721	11,335.00	06/09/15	429139 OPEX CORPORATION	C
01	00416722	770.25	06/09/15	160482 PATRIOT SIGNAGE, INC	C
01	00416723	600.00	06/09/15	385107 PERALEZ FRANZ LLP	C
01	00416724	822.00	06/09/15	247448 PERFORMANCE FOOD GROUP OF TEXAS-VICTORIA	C
01	00416725	650.00	06/09/15	14966 GREGORIO PINA, III, PH.D.	C
01	00416726	9,043.60	06/09/15	28894 POSTMASTER	C
01	00416727	314.85	06/09/15	307653 PPG ARCHITECTURAL FINISHES, INC.	C
01	00416728	205.00	06/09/15	274615 PRO-TECH PEST CONTROL	C
01	00416729	370.00	06/09/15	274615 PRO-TECH PEST CONTROL	C
01	00416730	17.50	06/09/15	91987 PUEBLO TIRES LTD	C
01	00416731	66.00	06/09/15	43192 R.E. FRIEDRICHS CO	C
01	00416732	6.95	06/09/15	256161 RADIOLOGY & IMAGING OF SO	C
01	00416733	1,548.00	06/09/15	156876 RAM TRUCK SERVICE, INC.	C
01	00416734	9,000.00	06/09/15	52272 RAMIREZ, JOSE JR.	C
01	00416735	11.61	06/09/15	277223 RELIANT	C
01	00416736	48.92	06/09/15	277223 RELIANT, DEPT 0954	C
01	00416737	9,245.35	06/09/15	277223 RELIANT, DEPT 0954	C
01	00416738	1.73	06/09/15	277223 RELIANT, DEPT 0954	C
01	00416739	16.56	06/09/15	277223 RELIANT, DEPT 0954	C
01	00416740	62.02	06/09/15	277223 RELIANT, DEPT 0954	C
01	00416741	.61	06/09/15	277223 RELIANT, DEPT 0954	C
01	00416742	113.79	06/09/15	277223 RELIANT, DEPT 0954	C
01	00416743	15,815.85	06/09/15	401854 REPUBLIC SERVICES, INC.	C
01	00416744	41.40	06/09/15	393339 REYES, LAURA PATRICIA	C
01	00416745	37.96	06/09/15	403997 RFC RADIOLOGY ASSOCIATES, LLC	C
01	00416746	56.75	06/09/15	291463 RGV PIZZA HUT, LLC	C
01	00416747	79.28	06/09/15	31003 RIO GRANDE PLUMBING SUPPLY INC.	C
01	00416748	105.40	06/09/15	308846 RIO GRANDE VALLEY EMERGENCY PHYSICIANS	C
01	00416749	21.27	06/09/15	377015 ROBLEDO, NORMA E.	C
01	00416750	120.18	06/09/15	359254 RODRIGUEZ, MARICELA	C
01	00416751	738.29	06/09/15	269123 RUSH TRUCK CENTERS OF TEXAS, LP	C
01	00416752	259.94	06/09/15	304131 SAENZ HARDWARE	C
01	00416753	27.60	06/09/15	212083 SALAZAR, ERNESTINA	C
01	00416754	63.83	06/09/15	415200 SANCHEZ, GREGORIO	C
01	00416755	48.30	06/09/15	251933 SANTOS, GRACIELA	C
01	00416756	122.48	06/09/15	411205 SAUCEDA, SONIA	C
01	00416757	3,282.00	06/09/15	406171 SBA TOWERS IV, LLC	C
01	00416758	889.00	06/09/15	246484 SCOTT-MERRIMAN INCORPORATED	C
01	00416759	20.07	06/09/15	34088 SHARYLAND WATER SUPPLY CORP	C
01	00416760	23.19	06/09/15	34088 SHARYLAND WATER SUPPLY CORP	C
01	00416761	22.19	06/09/15	184241 SHORELINE, INC.	C
01	00416762	259.85	06/09/15	164038 SKYLINE EQUIPMENT CO., INC.	C
01	00416763	70.00	06/09/15	405981 SOBIA NASIR, M.D. P.A.	C
01	00416764	350.00	06/09/15	405981 SOBIA NASIR, M.D. P.A.	C
01	00416765	1,000.00	06/09/15	326917 SOUTH COAST BOILER SERVICE	C
01	00416766	537.90	06/09/15	34797 SOUTH TEXAS COMMUNICATIONS, INC.	C
01	00416767	1,021.51	06/09/15	129763 SOUTHERN FOODS GROUP, LLC	C
01	00416768	5,340.00	06/09/15	328804 SOUTHERN TIRE MART	C

Bank	Check No	Amount	Date	Vendor	Type
01	00416769	2,844.54	06/09/15	319449 STAPLES ADVANTAGE	C
01	00416770	60.00	06/09/15	246565 STARR COUNTY SHERIFF DEPARTMENT	C
01	00416771	138.00	06/09/15	244171 TDCAA NOW TRUST FUND	C
01	00416772	150.00	06/09/15	96431 TEXAS ASSOCIATION FOR COURT ADM.	C
01	00416773	1.00	06/09/15	264474 TEXAS DEPARTMENT OF PUBLIC SAFETY	C
01	00416774	38.40	06/09/15	288888 TEXAS GAS SERVICE	C
01	00416775	8,122.00	06/09/15	369039 TEXAS LAND RECLAMATION LLC	C
01	00416776	15.68	06/09/15	366072 TEXAS MEDICAID & HEALTH CARE PARTNERSHIP	C
01	00416777	3,749.99	06/09/15	284122 THE AMERICAN INSTITUTE OF ARCHITECTS	C
01	00416778	85.00	06/09/15	399698 THE SOURCE FOR PUBLICDATA, LP	C
01	00416779	1,199.50	06/09/15	285927 THOMSON WEST	C
01	00416780	1,008.55	06/09/15	231924 TIME WARNER CABLE	C
01	00416781	14.00	06/09/15	302007 TIRE CENTERS, LLC	C
01	00416782	534.00	06/09/15	214264 TRI-COUNTY COMMUNICATIONS, LTD	C
01	00416783	45.50	06/09/15	38792 TROPICAL TEXAS BEHAVIORAL HEALTH	C
01	00416784	16,853.00	06/09/15	357081 TYLER TECHNOLOGIES, INC.	C
01	00416785	2,350.33	06/09/15	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
01	00416786	66.60	06/09/15	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
01	00416787	4,494.36	06/09/15	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
01	00416788	727.37	06/09/15	36927 UNIFIRST HOLDINGS, INC	C
01	00416789	804.78	06/09/15	36927 UNIFIRST HOLDINGS, INC	C
01	00416790	65.16	06/09/15	155284 UNITED PARCEL SERVICE	C
01	00416791	330.00	06/09/15	169552 UNIVERSITY OF TEXAS AT BROWNSVILLE	C
01	00416792	18,261.02	06/09/15	217182 UPPER VALLEY MAIL SERVICES	C
01	00416793	759.04	06/09/15	219797 VALLEY E.M.S., INC.	C
01	00416794	2,996.34	06/09/15	332216 VALLEY METRO SECURITY LLC	C
01	00416795	3,519.00	06/09/15	332216 VALLEY METRO SECURITY LLC	C
01	00416796	1,083.00	06/09/15	132799 VALLEY OUTDOOR POWER EQUIPMENT, INC.	C
01	00416797	223.00	06/09/15	40363 CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	C
01	00416798	15,281.05	06/09/15	358681 VICTORIA COUNTY	C
01	00416799	79.35	06/09/15	419460 VIDAL, BIANCA	C
01	00416800	4,544.82	06/09/15	40991 GRAINGER	C
01	00416801	73.82	06/09/15	179337 WASTE MANAGEMENT OF TEXAS, INC.	C
01	00416802	167.64	06/09/15	78344 WEAKS MARTIN IMPLEMENT CO., INC.	C
01	00416803	126.00	06/09/15	41548 WEST PUBLISHING CORPORATION	C
01	00416804	3,600.80	06/09/15	42129 XEROX CORPORATION	C
01	00416805	34.50	06/09/15	432938 ZUNIGA, LAURA B.	C
Total Bank No 01		**2,677,169.41**			
02	00402928	69,001.65	06/09/15	422118 GARCIA, VICTOR H.	C
02	00402929	35,000.00	06/09/15	390526 LEFEVRE ENGINEERING & MANAGEMENT	C
02	00402930	71,362.29	06/09/15	363308 VALLEY LAND TITLE COMPANY LTD	C
02	00402931	422.94	06/09/15	235814 CHAPA, ANGIE Z.	C
02	00402932	441.32	06/09/15	363561 GRAND HYATT SAN ANTONIO	C
02	00402933	138.00	06/09/15	434612 IGLESIAS, LAURA	C
02	00402934	396.75	06/09/15	431648 904 HOTEL OPERATING LLC	C
02	00402935	396.75	06/09/15	431648 904 HOTEL OPERATING LLC	C
02	00402936	374.24	06/09/15	342807 PALACIOS, JOSEPH	C
02	00402937	2,354.70	06/09/15	315109 ERGON ASPHALT & EMULSIONS, INC.	C
02	00402938	4,660.23	06/09/15	315109 ERGON ASPHALT & EMULSIONS, INC.	C
02	00402939	125.32	06/09/15	125717 FRONTERA MATERIALS, INC.	C
02	00402940	28.00	06/09/15	272566 HIDALGO COUNTY CLERK'S OFFICE	C
02	00402941	86,430.24	06/09/15	39853 VALLEY CALICHE PRODUCTS, INC.	C
02	00402942	59.80	06/09/15	229962 AGUAYO, BLANCA	C
02	00402943	468.75	06/09/15	399140 ALARM SECURITY GROUP LLC	C

Bank	Check No	Amount	Date	Vendor	Type
02	00402944	1,530.00	06/09/15	250384 GUTIERREZ-WONG MEDICAL CTR	C
02	00402945	374.90	06/09/15	237426 ARISPE, MARISSA M.	C
02	00402946	31.98	06/09/15	328626 AT&T	C
02	00402947	364.30	06/09/15	4561 BUSTER LIND PRODUCE	C
02	00402948	61.53	06/09/15	383635 CANTU, GERARDO	C
02	00402949	129.00	06/09/15	295299 CASAS, ANA	C
02	00402950	165.03	06/09/15	419567 CASTILLO, YESSICA	C
02	00402951	248.50	06/09/15	299138 CAVAZOS, SONJA	C
02	00402952	6,273.30	06/09/15	153915 CDW GOVERNMENT INC.	C
02	00402953	269.94	06/09/15	10197 CITY OF EDINBURG	C
02	00402954	331.94	06/09/15	10197 CITY OF EDINBURG	C
02	00402955	155.25	06/09/15	134686 CITY OF MERCEDES	C
02	00402956	1,014.17	06/09/15	169447 CITY OF WESLACO	C
02	00402957	120.42	06/09/15	169447 CITY OF WESLACO	C
02	00402958	57.50	06/09/15	425087 CONTRERAS, ALICIA	C
02	00402959	66.51	06/09/15	349895 COSSIO, RUBEN	C
02	00402960	178.83	06/09/15	375187 DELUNA, ALFONSO JR.	C
02	00402961	1,297.74	06/09/15	258385 DISH	C
02	00402962	248.50	06/09/15	283541 DOMINGUEZ, CYNTHIA	C
02	00402963	364.90	06/09/15	275875 EAN HOLDINGS, LLC	C
02	00402964	248.50	06/09/15	374938 ELIZONDO, BO	C
02	00402965	130.65	06/09/15	356247 ELIZONDO, RODNEY	C
02	00402966	136.28	06/09/15	381365 ESPINOSA, RUBEN	C
02	00402967	197.50	06/09/15	322709 EXQUISITA DISTRIBUTORS, L.P.	C
02	00402968	169.69	06/09/15	11908 FEDEX	C
02	00402969	111.55	06/09/15	419575 FLORES, MARK ANTHONY	C
02	00402970	70.99	06/09/15	427799 GONZALEZ, FRANCISCO	C
02	00402971	113.28	06/09/15	313157 GARCIA, NORMA A.	C
02	00402972	501.02	06/09/15	257184 GOMEZ, ALBERT	C
02	00402973	41.40	06/09/15	198633 GONZALEZ, NORMA	C
02	00402974	1,147.20	06/09/15	15253 GULF COAST PAPER CO.	C
02	00402975	625.80	06/09/15	296627 HENRY SCHEIN, INC.	C
02	00402976	1,293.75	06/09/15	434515 PATH HOTEL FIVE LP	C
02	00402977	999.90	06/09/15	262447 JOHNSON SUPPLY	C
02	00402978	56.35	06/09/15	421979 KELLOGG, DALILA	C
02	00402979	95.85	06/09/15	26727 LONGORIA, NORMA	C
02	00402980	102.52	06/09/15	304107 LOWE'S BUSINESS ACCOUNT	C
02	00402981	54.05	06/09/15	419559 MARTINEZ, ASHLEY MICHELLE	C
02	00402982	47.15	06/09/15	394432 MARTINEZ, GLENDA	C
02	00402983	122.07	06/09/15	210463 HOLLON OIL CO D/B/A OIL CAN HARRY'S	C
02	00402984	248.50	06/09/15	352594 ORTIZ, MIGUEL A. JR.	C
02	00402985	208.00	06/09/15	356573 PARSON, MICHAEL SHANE	C
02	00402986	186.88	06/09/15	402788 PENA, JOVANNA	C
02	00402987	105.80	06/09/15	341398 PENA, PALMIRA R.	C
02	00402988	12,000.00	06/09/15	14966 GREGORIO PINA, III, PH.D.	C
02	00402989	881.45	06/09/15	381608 PINA, OMAR	C
02	00402990	150.65	06/09/15	390356 PRUITT-ORR, SHELIA ANN	C
02	00402991	10,050.00	06/09/15	384151 REDWOOD TOXICOLOGY LABORATORY INC.	C
02	00402992	492.87	06/09/15	277223 RELIANT, DEPT 0954	C
02	00402993	130.65	06/09/15	412449 RIVERA, JHULIO CESARH	C
02	00402994	498.50	06/09/15	153516 RODRIGUEZ, LEONEL	C
02	00402995	50.03	06/09/15	412457 ROSALES, DANIEL J.	C
02	00402996	8.05	06/09/15	222097 SAUCEDO, ESTEVAN	C
02	00402997	80.00	06/09/15	401269 SOUTH TEXAS INTERPRETERS FOR	C
02	00402998	324.00	06/09/15	129763 SOUTHERN FOODS GROUP, LLC	C

Bank	Check No	Amount	Date	Vendor	Type
02	00402999	139.81	06/09/15	251283 STERICYCLE, INC	C
02	00403000	85.00	06/09/15	133655 SUPERIOR ALARMS	C
02	00403001	5,004.86	06/09/15	114243 SYSCO INC.	C
02	00403002	102.72	06/09/15	260363 T-MOBILE	C
02	00403003	387.48	06/09/15	260363 T-MOBILE	C
02	00403004	2,304.90	06/09/15	95907 TEXAS ASSOCIATION OF LOCAL WIC DIRECTORS	C
02	00403005	375.00	06/09/15	397725 TEXAS JUVENILE JUSTICE DEPARTMENT	C
02	00403006	100.00	06/09/15	397725 TEXAS JUVENILE JUSTICE DEPARTMENT	C
02	00403007	2,657.81	06/09/15	231924 TIME WARNER CABLE	C
02	00403008	6,950.00	06/09/15	392065 TRAKSOFTWARE	C
02	00403009	198.84	06/09/15	379212 TREVINO, NANCY P	C
02	00403010	579.65	06/09/15	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
02	00403011	32.20	06/09/15	253243 VALENCIA, JOSE RENE	C
02	00403012	254.03	06/09/15	251577 VERIZON SOUTHWEST, INC.	C
02	00403013	3,151.22	06/09/15	40991 W. W. GRAINGER INC.	C
02	00403014	155.83	06/09/15	328553 YZAGUIRRE, RINA	C
02	00403015	1,375.00	06/09/15	342777 ZEPOL, INC.	C
02	00403016	115.76	06/09/15	89885 ACTION HYDRAULIC HOSES, ETC.	C
02	00403017	111.36	06/09/15	416410 AIRGAS USA, LLC	C
02	00403018	540.75	06/09/15	314927 AMIGO BOLT & SUPPLY	C
02	00403019	22,235.99	06/09/15	302465 ARGUINDEGUI OIL CO II LTD	C
02	00403020	3,024.46	06/09/15	302465 ARGUINDEGUI OIL CO II LTD	C
02	00403021	6,297.94	06/09/15	302465 ARGUINDEGUI OIL CO II LTD	C
02	00403022	165.10	06/09/15	328626 AT&T	C
02	00403023	2,646.15	06/09/15	328626 AT&T	C
02	00403024	641.50	06/09/15	366501 AT&T MOBILITY	C
02	00403025	830.61	06/09/15	337412 AUTOZONE	C
02	00403026	53.08	06/09/15	96822 BERT OGDEN CHEVROLET INC.	C
02	00403027	287.82	06/09/15	3816 BILL BUNTON AUTO SUPPLY & MACHINE INC.	C
02	00403028	612.17	06/09/15	4081 BORDERLAND HARDWARE OF MERCEDES, INC.	C
02	00403029	253.00	06/09/15	4537 BURTON AUTO SUPPLY, INC	C
02	00403030	1,477.76	06/09/15	4537 BURTON AUTO SUPPLY, INC.	C
02	00403031	311.92	06/09/15	179272 CANON FINANCIAL SERVICES INC.	C
02	00403032	828.00	06/09/15	421871 CEMEX, INC.	C
02	00403033	209.40	06/09/15	134821 CHEMSEARCH	C
02	00403034	62.77	06/09/15	6696 CITY OF PHARR	C
02	00403035	172.01	06/09/15	270563 CPL RETAIL ENERGY, LP	C
02	00403036	80.00	06/09/15	251534 DALLAS COUNTY SHERIFF'S OFFICE	C
02	00403037	1,403.20	06/09/15	86525 DELTA SPECIALTIES SUPPLY	C
02	00403038	252.17	06/09/15	421812 PROBILLING	C
02	00403039	645.55	06/09/15	324493 DOGGETT HEAVY MACHINERY SERVICES LLC	C
02	00403040	431.06	06/09/15	324493 DOGGETT HEAVY MACHINERY SERVICES LLC	C
02	00403041	692.87	06/09/15	324493 DOGGETT HEAVY MACHINERY SERVICES LLC	C
02	00403042	162.56	06/09/15	324493 DOGGETT HEAVY MACHINERY SERVICES LLC	C
02	00403043	.00	06/09/15	324493 DOGGETT HEAVY MACHINERY SERVICES LLC	C
02	00403044	35.00	06/09/15	227153 ECONOMY TIRES & WHEELS	C
02	00403045	964.08	06/09/15	297496 EWING IRRIGATION PRODUCTS INC.	C
02	00403046	6,387.56	06/09/15	125717 FRONTERA MATERIALS, INC.	C
02	00403047	1,091.17	06/09/15	125717 FRONTERA MATERIALS, INC.	C
02	00403048	798.69	06/09/15	211567 GE CAPITAL INFORMATION TECHNOLOGY SOLUTI	C
02	00403049	3,125.51	06/09/15	242101 H & V EQUIPMENT SERVICES INC.	C
02	00403050	30.00	06/09/15	434574 HIDALGO COUNTY DISTRICT ATTORNEY	C
02	00403051	9,914.00	06/09/15	342661 HINOJOSA, LAURA	C
02	00403052	6.17	06/09/15	405078 INDUSTRIAL DISTRIBUTION GROUP	C
02	00403053	173.94	06/09/15	405078 INDUSTRIAL DISTRIBUTION GROUP	C

Bank	Check No	Amount	Date	Vendor	Type
02	00403054	85.21	06/09/15	179442 IVAN'S AUTOMOTIVE	C
02	00403055	134.95	06/09/15	253324 JOHNSTONE SUPPLY-PHARR	C
02	00403056	460.74	06/09/15	365521 KINLOCH EQUIPMENT & SUPPLY, INC.	C
02	00403057	295.00	06/09/15	341258 LAURA HINOJOSA	C
02	00403058	373.00	06/09/15	341258 LAURA HINOJOSA	C
02	00403059	1,176.00	06/09/15	279293 LEXISNEXIS	C
02	00403060	216.00	06/09/15	227986 LJH SERVICES, INC.	C
02	00403061	710.40	06/09/15	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
02	00403062	972.47	06/09/15	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
02	00403063	465.51	06/09/15	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
02	00403064	158.70	06/09/15	224529 MCCOY'S BUILDING SUPPLY	C
02	00403065	362.30	06/09/15	399086 MELEC ENTERPRISES, LLC	C
02	00403066	1.75	06/09/15	24996 MISSION AUTO ELECTRIC, INC.	C
02	00403067	2,485.67	06/09/15	272736 MOBILE MINI I, INC.	C
02	00403068	178.00	06/09/15	72745 MONTALVO INSURANCE AGENCY, INC.	C
02	00403069	54.00	06/09/15	414492 MOUNTAIN GLACIER, LLC	C
02	00403070	320.32	06/09/15	3166 NEUHAUS & COMPANY LTD	C
02	00403071	36.00	06/09/15	221945 O'REILLY AUTOMOTIVE STORES, INC.	C
02	00403072	93.28	06/09/15	27057 OFFICE COMMUNICATIONS SYSTEMS, INC.	C
02	00403073	14.00	06/09/15	315486 RADIADORES DEL VALLE	C
02	00403074	333.73	06/09/15	311332 RIO GRANDE CONCRETE ACCESSORIES & SUPPLI	C
02	00403075	91.00	06/09/15	283797 ROMCO EQUIPMENT CO.	C
02	00403076	1,632.18	06/09/15	269123 RUSH TRUCK CENTERS OF TEXAS, LP	C
02	00403077	90.29	06/09/15	304131 SAENZ HARDWARE	C
02	00403078	183.55	06/09/15	93963 SAFETY-KLEEN SYSTEMS, INC.	C
02	00403079	150.00	06/09/15	401293 SALINAS, BRANDY ROSSANA	C
02	00403080	92.00	06/09/15	399981 SANCHEZ, ROBERT	C
02	00403081	20.07	06/09/15	34088 SHARYLAND WATER SUPPLY CORP	C
02	00403082	20.07	06/09/15	34088 SHARYLAND WATER SUPPLY CORP	C
02	00403083	972.00	06/09/15	42951 SOUTH TEXAS SUPPLY	C
02	00403084	11,373.00	06/09/15	328804 SOUTHERN TIRE MART	C
02	00403085	994.51	06/09/15	319449 STAPLES ADVANTAGE	C
02	00403086	108.06	06/09/15	231924 TIME WARNER CABLE	C
02	00403087	40.00	06/09/15	302007 TIRE CENTERS, LLC	C
02	00403088	41.41	06/09/15	38873 TRUCKERS EQUIPMENT INC.	C
02	00403089	105.88	06/09/15	36927 UNIFIRST HOLDINGS, INC	C
02	00403090	8,906.46	06/09/15	332216 VALLEY METRO SECURITY LLC	C
02	00403091	374.45	06/09/15	251577 VERIZON SOUTHWEST, INC.	C
02	00403092	496.07	06/09/15	287024 VERIZON WIRELESS	C
02	00403093	2,157.18	06/09/15	179701 WESLACO FORD, LLP	C
02	00403094	6,846.00	06/09/15	41548 WEST PUBLISHING CORPORATION	C
02	00403095	1,180.45	06/09/15	42129 XEROX CORPORATION	C
Total Bank No 02		**452,353.19**			
04	00016204	4,293.16	06/09/15	390526 LEFEVRE ENGINEERING & MANAGEMENT	C
04	00016205	17,347.44	06/09/15	224278 WELLS FARGO BANK, N.A.	C
04	00016206	10,387.43	06/09/15	433152 CLEVELAND ASPHALT PRODUCTS, INC.	C
04	00016207	244.76	06/09/15	125717 FRONTERA MATERIALS, INC.	C
04	00016208	85.50	06/09/15	402419 HOLCHEMONT, LTD	C
04	00016209	79,744.26	06/09/15	402419 HOLCHEMONT, LTD	C
04	00016210	928.47	06/09/15	205826 MCCOY'S BUILDING SUPPLY	C
04	00016211	1,377.00	06/09/15	388459 PRODIGY CONSTRUCTION MANAGEMENT LLC	C
04	00016212	76,085.50	06/09/15	432466 SILSBEE FORD INC.	C
Total Bank No 04		**190,493.52**			
05	00024394	252.00	06/09/15	434531 BUSTOS, JAIME H.	C

Bank	Check No	Amount	Date	Vendor		Type
Total Bank No 05		**252.00**				
07	00006055	72.12	06/09/15	328626	AT&T	C
Total Bank No 07		**72.12**				
15	00030255	22,400.00	06/09/15	416487	3 GENERAL CONSTRUCTION INC.	C
15	00030256	11,048.00	06/09/15	433004	ADEPT FACILITIES & DESIGN, INC.	C
15	00030257	52,500.00	06/09/15	216119	AFFORDABLE HOMES OF SOUTH TEXAS, INC.	C
15	00030258	6.90	06/09/15	406309	AGUEROS, AMANDA	C
15	00030259	6,048.72	06/09/15	344168	BOYS & GIRLS CLUB OF EDINBURG RGV, INC.	C
15	00030260	3,875.40	06/09/15	402656	CAMP UNIVERSITY	C
15	00030261	1,933.45	06/09/15	203408	CASA OF HIDALGO CO., INC.	C
15	00030262	102.35	06/09/15	384445	DEL BOSQUE, ROJELIO JR	C
15	00030263	19.20	06/09/15	11908	FEDEX	C
15	00030264	2,510.00	06/09/15	344397	GIRL SCOUTS OF GREATER SOUTH TEXAS	C
15	00030265	46,221.68	06/09/15	344834	HIDALGO COUNTY TREASURER	C
15	00030266	1,771.92	06/09/15	343951	LA UNION DEL PUEBLO ENTERO	C
15	00030267	40.25	06/09/15	344648	MARTINEZ, FRANCISCO M.	C
15	00030268	2,609.06	06/09/15	343714	PROYECTO AZTECA	C
15	00030269	31.05	06/09/15	401293	SALINAS, BRANDY R.	C
15	00030270	450.00	06/09/15	213055	SOUTH TEXAS LAND INVESTIGATIONS	C
15	00030271	1,057.59	06/09/15	169498	URBAN COUNTY PROGRAM	C
15	00030272	66.13	06/09/15	344133	VEGA, NYDIA O.	C
15	00030273	41.98	06/09/15	370924	ZAVALA, MARISELA	C
Total Bank No 15		**152,733.68**				

Total Hand Checks	.00
Total Computer Checks	3,473,073.92
Total ACH Checks	.00
Total Computer Voids	.00
Total Hand Voids	.00
Total ACH Voids	.00
Grand Total:	**3,473,073.92**

Batch Yr	Batch No	Amount
15	**001817**	**2,411.75**
15	**001829**	**2,397.50**
15	**001830**	**17,182.50**
15	**001831**	**7,305.00**
15	**001832**	**20,755.00**
15	**001833**	**33,145.00**
15	**001842**	**13,234.32**
15	**001843**	**17,270.40**
15	**001844**	**52,836.24**
15	**001848**	**74,797.97**
15	**001849**	**23,357.50**
15	**001850**	**64,040.26**
15	**001853**	**96,495.37**
15	**001856**	**118,721.57**
15	**001857**	**280,457.35**
15	**001859**	**2,094,640.79**
15	**001860**	**208.00**
15	**001861**	**25,012.92**
15	**001866**	**75,023.42**
15	**001868**	**44,946.55**
15	**001879**	**5,043.44**
15	**001884**	**11,111.27**
15	**001888**	**42,609.64**
15	**001894**	**21,640.60**

Bank	Check No	Amount	Date	Vendor			Type
					15	**001902**	**152,733.68**
					15	**001903**	**175,363.94**
					15	**001909**	**331.94**

AI-50023 **2015 Intradept. (line item) Transfer** **2. A.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2015 - Health & Human Services Dept./CPS-Hazards (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1293-441-00-340-013-5-xxx

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

BUDGETARY IMPACT:

Funding available as of 6-5-15.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	06/05/2015 11:26 AM
Budget & Management	Debbie Tamez	06/05/2015 11:29 AM
Budget & Management	Debbie Tamez	06/05/2015 11:30 AM
Auditor's Office	Monica Badillo	06/05/2015 04:46 PM

Form Started By: Manuel Chapa Started On: 06/05/2015 10:54 AM

Final Approval Date: 06/05/2015

AI# 50023

DATE: 06/05/15

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Budget & Management for - Health & Human Services
CPS/Hazards

ACCOUNT NUMBER: 5-1293-441-00-340-013-5-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Mike Escaname **Ph# :** 956-383-6221

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
751	Machinery & Equipment	660	Furnishings & Equip.	1,350.00
			TOTAL	1,350.00

REASON: **This grant ends on 6-30-15 and dept. needs time to process misc. entries.**

DEPARTMENT HEAD SIGNATURE

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

AI-49992 **2015 Intradept. (line item) Transfer** **2. B.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2015 - Health & Human Services Dept. / TX Healthy (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1293-441-00-340-061-5-xxx

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

BUDGETARY IMPACT:

Funds available as of 6-5-15.

Attachments

LIT

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	06/04/2015 03:10 PM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM
Form Started By: Mike Escaname		Started On: 06/04/2015 02:50 PM
Final Approval Date: 06/05/2015		

Date: June 4, 2015
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 5-1293-441-00-340-061-5- TEXAS HEALTHY COMMUNITIES
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
5-1293-441-00-340-061-5-336	TX HEALTHY COMMUNITIES-COMPUTER SERVICES	5-1293-441-00-340-061-5-540	TX HEALTHY COMMUNITIES-ADVERTISING	$1,800.00
5-1293-441-00-340-061-5-441	TX HEALTHY COMMUNITIES-LAND & BLDG RENT	5-1293-441-00-340-061-5-540	TX HEALTHY COMMUNITIES-ADVERTISING	$2,775.00
5-1293-441-00-340-061-5-550	TX HEALTHY COMMUNITIES-PRINTING & BINDIN	5-1293-441-00-340-061-5-540	TX HEALTHY COMMUNITIES-ADVERTISING	$ 6,388.00
5-1293-441-00-340-061-5-581	TX HEALTHY COMMUNITIES-TRAVEL IN COUNTY	5-1293-441-00-340-061-5-540	TX HEALTHY COMMUNITIES-ADVERTISING	$ 730.00
5-1293-441-00-340-061-5-581	TX HEALTHY COMMUNITIES-TRAVEL IN COUNTY	5-1293-441-00-340-061-5-339	TX HEALTHY COMMUNITIES-OTHER PROFESSIONAL SERVICES	$ 1,482.00
			Amount	$ 13,175.00

Revenue Account
Amount Requested: $ 13,175.00

Reason: Line item transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-49973 **2015 Intradept. (line item) Transfer** **2. C.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

2015 - Purchasing Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-415-18-160-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 6-5-15.

Attachments

lit

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	06/04/2015 08:13 AM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM
Form Started By: Nielda Cavazos		Started On: 06/03/2015 02:43 PM
Final Approval Date: 06/05/2015		

DATE: **June 02-2015**

DEPARTMENT HEAD: **Martha L. Salazar, CPPB**

DEPARTMENT NAME: **Purchasing**

ACCOUNT NUMBER: **5-1100-415-18-160-001-0**

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
780	Capital Leases	812	Software license Renewal	**$400.00**
				$400.00

REASON: **need to pay invoice**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-49960 **2015 Intradept. (line item) Transfer** **2. D.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

2015 - Constable Pct. 4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-421-00-294-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 6-3-15.

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/03/2015 08:45 AM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM

Form Started By: Nayla Munoz Started On: 06/02/2015 11:14 AM

Final Approval Date: 06/05/2015

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: June 2, 2015

DEPARTMENT HEAD: A. "J.R." GAITAN

DEPARTMENT NAME: CONSTABLE PRECINCT 4

ACCOUNT NUMBER: 5-1100-421-00-294-001-0

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
660	Furnishings & Equip-Cont	**610**	General Supplies	**$316.00**
605	Clothing & Uniforms	**430**	Repair & Maint Services	**$1,072.00**
			TOTAL	**$1,388.00**

REASON: Transfer needed to cover expenditures repairs and maintenance.

HORALDO SANCHEZ *for Constable A. "J.R." Gaitan*

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-49969 **2015 Intradept. (line item) Transfer** **2. E.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Rachel Segura, COUNTY COURT #4

Submitted By: Rachel Segura, COUNTY COURT #4

Department: COUNTY COURT #4

Information

CAPTION

2014 - County Court #4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-412-00-024-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 6-4-15.

Attachments

line item transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/04/2015 08:11 AM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM

Form Started By: Rachel Segura Started On: 06/03/2015 11:26 AM

Final Approval Date: 06/05/2015

INTRA-DEPARTMENTAL TRANSFER

DATE: **JUNE 3, 2015**

DEPARTMENT HEAD: **JUDGE FRED GARZA, JR.**

DEPARTMENT NAME: **COUNTY COURT AT LAW NO. 4**

ACCOUNT NUMBER: **5-1100-412-00-024-001-0**

CONTACT PERSON: **RACHAEL SEGURA** **PHONE: (956) 318-2390**

SUBJECT: **INTRA-DEPARTMENTAL TRANSFER**

Honorable Commissioner's Court of Hidalgo County:

I submit for your consideration the following Intra-Departmental Transfer(s) in accordance with Local Government Code, Chapter111, Subchapter C.

FROM OBJECT CODE	OBJECT CODE NAME	TO OBJECT CODE	OBJECT CODE NAME	AMOUNT
890	OTHER	583	TRAVEL OUT OF COUNTY	$700.00
				$700.00

Reason: Judge Garza's Continued Law Education related travel.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONER'S COURT

ATTEST COUNTY CLERK

AI-49977 **2015 Intradept. (line item) Transfer** **2. F.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

2015 - Texas A&M AgriLife Extension Service (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-461-00-380-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of June 4, 2015.

Attachments

Transfer

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	06/04/2015 08:15 AM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM
Form Started By: Nora Linda Cruz		Started On: 06/03/2015 04:38 PM
Final Approval Date: 06/05/2015		

DATE: June 3, 2015

DEPARTMENT HEAD: Andrea Valdez

DEPARTMENT NAME: TEXAS A&M AGRILIFE EXTENSION SERVICE

ACCOUNT NUMBER: 5-1100-461-00-380-001-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
610	General Supplies	810	Dues & Membership	250.00
			TOTAL	250.00

REASON: **To properly classify expenditures for Dues & Membership payment for new agent/employee.**

Andrea Valdez

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-49953 **2015 Intradept. (line item) Transfer** **2. G.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

2015 - Planning Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-419-10-210-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 5-29-15.

Attachments

LIT061915

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	05/29/2015 04:18 PM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM
Form Started By: Irma Castillo		Started On: 05/29/2015 04:08 PM
Final Approval Date: 06/05/2015		

T. J. ARREDONDO
DIRECTOR OF
PLANNING

HIDALGO COUNTY
PLANNING DEPT.

DATE: May 29, 2015

DEPARTMENT HEAD: T.J. Arredondo, Director of Planning

DEPARTMENT NAME: Planning Department

ACCOUNT NUMBER: 5-1100-419-10-210-001-0.

SUBJECT: BUDGET LINE ITEM TRANSFER(S)
Submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter III, Subchapter C.

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
5-1100-419-10-210-001-0-430	Repair & Maint. Services	→	5-1100-419-10-210-001-0-550	Printing and Binding	$280.00
		→			
					$280.00

Comments: Need to purchase Green Post Card Permits and receipt books.

Department Head Signature

Approved Commissioners' Court

___/___/___
Date

Attest County Clerk

LIT060215

AI-49882 **2015 Intradept. (line item) Transfer** **2. H.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Virginia Rodriguez, SHERIFF DEPT.

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2015 - Sheriff's Dept. / Jail (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-423-21-280-002-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 5-29-15.

Attachments

LIT

Form Review

Inbox	**Reviewed By**	**Date**
Emilia Uriegas	Emilia Uriegas	05/28/2015 10:22 AM
Budget & Management	Veronica Ortiz	05/28/2015 10:43 AM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM

Form Started By: Virginia Rodriguez Started On: 05/28/2015 10:17 AM

Final Approval Date: 06/05/2015

DATE: 5/28/2015

DEPARTMENT HEAD: SHERIFF J.E. "EDDIE" GUERRA

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 5-1100-423-21-280-002-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT)	AMOUNT
5-1100-423-21-280-002-0-	610-GENERAL SUPPLIES	➔	5-1100-423-21-280-002-0-	660-FURNISHINGS & EQUIPMENT	$2,500.00
T O T A L					**$2,500.00**

REASON: FUNDS ARE NEEDED TO PURCHASE A COMMERCIAL LAWN MOWER AND (2) TWO BLACK TILT TRUCKS

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 02/11/2003

AI-49844 **2015 Intradept. (line item) Transfer** **2. I.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Rosie Hinojosa, SHERIFF DEPT.

Submitted By: Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2015 - Sheriff's Office / Federal Sharing U.S. Department of Justice (1229)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1229-421-00-280-007-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 05/27/15.

Attachments

LIT

uniform policy

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	05/27/2015 08:53 AM
Budget & Management	Veronica Ortiz	05/27/2015 09:13 AM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM

Form Started By: Rosie Hinojosa Started On: 05/26/2015 11:18 AM

Final Approval Date: 06/05/2015

DATE: 5/26/2015

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

DEPARTMENT NAME: Sheriff's Federal Sharing - US Department of Justice

ACCOUNT NUMBER: 5-1229-421-00-280-007-0

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
5-1229-421-00-280-007-0-660	Furnishings & Equipment	→	5-1229-421-00-280-007-0-753	Furniture & Fixtures	9,000.00
5-1229-421-00-280-007-0-752	Vehicles		5-1229-421-00-280-007-0-605	Clothing & Uniforms	45,000.00
		→			
		→			
		→			
		→			
		T O T A L			**$54,000.00**

REASON: To appropriate monies for anticipated expenses.

_____

DEPARTMENT HEAD SIGNATURE

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

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 02/11/2003

4.10 UNIFORMS, UNIFORM ACCESSORIES

Effective Date: 1-1-2007

4.10.01 Proper Uniform Prescribed

All uniformed members of the HCSO will wear when on duty only such Uniform and insignia as prescribed herein and uniformed female employees are authorized to carry handbags. The commanding officer may, however, grant permission to work in other clothes on special occasions. Commissioned law enforcement officers shall comply with the special provisions pertaining to the wearing of the HCSO uniform while performing other employment.

4.10.02 Application to Employees Other Than Uniformed Officers

The provisions of this manual relative to the wearing of uniforms also apply to uniformed employees other than officers that the HCSO may designate, except for provisions that by their very nature have no meaningful application for example: wearing of side arms.

4.10.03 Improper Uniform Wear Prohibited

Any employee of the HCSO will not attend a political meeting or other public gathering or place of amusement in uniform, except in line of duty and when specifically assigned by a commanding officer.

4.10.04 Unauthorized Wearing of Insignia

The official insignia of the HCSO may not be worn by any non employee. Any employee of the HCSO having knowledge of such infractions should report same through the chain of command to the HCSO.

4.10.05 Uniform Use Forbidden During Suspension

Employees of the HCSO will not wear their uniforms or use any of the HCSO equipment furnished them while under suspension.

410.06 Types of Uniforms Authorized

1. Summer Uniforms. Uniform items designated as summer uniform consist of the short sleeve open collar shirt, straw hat, trousers, authorized leather goods, and handgun.

2. Winter Uniforms. Uniform items designated as winter uniforms consist of long sleeve shirt with tie, hat, (jacket optional), trousers, authorized leather goods, and handgun.

4.10.07 Wearing of Uniform

Summer or winter uniforms may be worn during all seasons at the discretion of the employee, except for special occasions when a specific uniform is designated by the Sheriff.

4.10.08 Wearing Mixed Uniform

Occasions such as riots, floods, and other situations may make it desirable to wear a mixed uniform. This will be at the direction of the Sheriff and he will specify the type of items to be worn or omitted. Uniformity will be followed as near as is practicable. At all other times, no part of the issued uniform (except badge and issued side arms) will be worn with civilian clothes. When the side arm is worn with civilian clothes, it shall be worn under a coat or jacket. Commissioned law enforcement employees performing other employment who wear a visible HCSO side arm and a visible HCSO badge or insignia will wear an HCSO uniform. Uniformed employees who have been issued short sleeve summer shirts with collar buttons may wear the uniform jacket with the short sleeve shirt provided a tie is worn. Once the tie is removed, the jacket should also be removed.

4.10.09 Appearance In Uniform

When the uniform is worn, the wearer shall maintain a neat, tidy appearance at all times, avoiding soiled or wrinkled uniforms. Shoes and leather goods will be polished or cleaned and metal uniform accessories will be cleaned and shined. Badges, nameplates, and other metal accessories will be replaced when they become disfigured or excessive wear is apparent. Any makeup used will be applied in such a manner as to eliminate gaudiness.

Uniformed employees' hair will be neatly maintained in such a manner that issue- type headgear of a size commensurate with the head size can be worn. This includes the wearing of the riot helmet. The compliance acceptability of the hairstyle will be judged solely by the criteria described below and acceptable and unacceptable hair styles.

1. Uniformed Male Employees

   a. The hair must be clean, well-groomed, and neat. It must not contain an apparent excessive amount of grease, creams, oils, gels, and/or hair spray.

b. Hair will be groomed so that the outline of the entire ear will be visible.

c. The thickness and/or bulk on the side of the head above the ear will not exceed 1/2 inch.

d. The hair on top of the head will present a groomed appearance.

e. The hair in the back will not touch the collar except the closely cut hair on the back of the neck.

f. Hair on the back of the head in either block or conventional style will present a tapered appearance. The thickness of the hair at the back hairline will not exceed ¼ inch. The thickness and/or bulk of the hair at the base of the skull shall not exceed 1/2 inch.

g. Hair in front will be groomed so that it does not fall below the eyebrows and will not protrude below the band of properly worn headgear.

h. The wearing of a wig or hairpiece by HCSO employees while in uniform or on duty is prohibited except to cover natural baldness, physical disfiguration caused by accident, or medical procedure. When worn, it will conform to the standard haircut criteria as stated.

i. Hair will not be worn in braids, ducktail, pageboy, flips, Mohawk, cornrows, punk rock, or any bulky style.

j. If an individual chooses to wear sideburns, they will be neatly trimmed and tapered in the same manner as his haircut. Sideburns will not extend below the lowest part of the exterior ear opening. Will be of even width (not flared), and will end with a dean-shaven horizontal line.

k. Hair will not be dyed or streaked an abnormal color.

l. No extreme or abnormal hairstyles within these guidelines will be permitted.

m. The face will be clean-shaven. Mustache will be kept properly trim.

2. Uniformed Female Employees

a. The hair must be clean, well groomed, and neat. It must not contain an apparent excessive amount of grease, creams, oils, gels, and/or spray,

b. The hair in front will be groomed so that it does not fall below the eyebrows and will not protrude below the band of properly worn headgear.

c. The hair will not extend in length, on back and sides, below the bottom of the collar.

d. Hair that is worn up must be styled in such a manner as to prevent any loose hair.

e. Hair will not be worn in braids, ducktail, cornrows, pigtails, dog-ears, ponytails, and/or punk rock type hair styles (provided that a braided bun is permissible).

f. Ornamentations or ribbons are not permissible, except plain, inconspicuous pins similar in color to the individual's hair may be worn.

g. Hair will not be dyed or streaked an abnormal color.

h. If a wig or wiglet is worn it must conform to the same standards required for natural hair. It should be of good quality and proper fit,

i. No extreme or abnormal hairstyles within these guidelines will be permitted.

4.10.10 HEADGEAR

Only HCSO uniform issued headgear will be worn

Wearing the Hat

Employees in uniform will not be required to wear headgear inside buildings or automobiles. Unless a uniformed employee is conducting official business with the public, the wearing of headgear in the parking lots or grounds of the HCSO the wearing of the hat will be optional. Employees will wear proper uniform headgear when outside unless extenuating circumstances exist that make the wearing of the hat impractical. Hat protectors must be worn during inclement weather.

1. The western-style hat will be worn well balanced on the forehead and aft and sideways.

2. Wearing of the western-style hat is optional while performing other employment; however, no alternate headgear will be worn in lieu of the western-style hat.

3. Riot Helmets. When assigned to riot duty, issue-type riot helmets will be worn.

4. Rain Hats. Only issue-type rain hats covers will be worn.

4.10.11 SHIRTS, TROUSERS, AND JACKETS

1. Uniform Shirt, Long Sleeve and Short Sleeve. Only an issue shirt will be worn. The shirt collar will be closed on the long sleeve shirt and the tie worn in proper position. No visible appliances such as collar pins, wires, or clasps will be worn.

2. The short sleeve shirt will be worn without a tie. unless it is designed to be worn with a tie as described in the wearing of mixed uniforms, No visible undershirt will be worn with short sleeve, open collar shirt. Sergeant chevrons will be worn below the shoulder patches in the same manner as on the long sleeve shirt. There will be one service shoulder patch on each sleeve of the uniform shirt. The same instructions that apply to the long sleeve shirt will apply lo the short sleeve shirt in regard to the shoulder patch location. Shirt sleeves will not be rolled or folded. Supervisors are authorized to permit wearing of long sleeve shirts and ties in summer when a situation, condition, or occasion calls for it (formal occasion, health reasons, etc.).

a. The two pocket flaps and the two epaulets will be buttoned. Flat, disfigured buttons will not be worn. Bulky articles will not be carried in shirt pockets. Pencils, pens, police whistles, or other accessories will not be worn in a visible position, except that the clasp of a pen or pencil may show over the pocket flap. Sharp instruments such as long pencils which may punch holes in the bottom of the shirt pocket will not be worn.

3. Trousers: Only issue trousers will be worn with the uniform. The waist shall fit snugly against the body to prevent bulges and discomfort. The seat of the trousers shall not be allowed to droop or form a horizontal roll. The ends of the trouser legs shall be worn without cuffs and shall extend at least below the tops of low-quarter shoes, but shall not extend lower than the juncture of the heel sole and the upper of the shoe. Pocket flaps shall be buttoned.

4. Uniform Jacket. Uniform jackets are provided for winter wear and, when issued, unapproved outer garments will not be worn with the uniform. This regulation is not intended to prevent the use of heavier outer garments of issue-type during severe weather.

5. Outer Coats

Rain-gear. Issue-type rain gear should be worn when weather conditions require it; however, personnel are permitted to wear transparent or clear, non-colored plastic rain gear.

4.10.12 LEATHER GOODS

1. Footwear. Only plain, smooth grain leather (or clarino type), black footwear shall be worn with the uniform. Approved uniform footwear for routine duty assignments shall consist of shoes, Wellington type boots, and western boots (both lacer and pull on types). Boots shall have smooth tops without fancy stitching and may not have tassels or other accoutrements. All uniform footwear will have walking heels not over one and one- half (1-1/2) inch«« (3.81 cm) in height. All footwear shall be equipped with rubber heels. Soles may not have lugs or cleats. Black rubbers boots may be worn with the uniform during inclement weather. The toe of the uniform footwear shall be plain, rounded toe without stitching except around the sole with the following exceptions.

The following types of alternate footwear are approved for wear during special duty assignments, but not approved to be worn with the uniform on routine duty: military style combat boots. Gortcx style hiking boots, and soft-sole umpire style shoes. Alternate approved footwear will be plain, black, smooth (leather appearance), and rounded toe without stitching except a round sole. Special assignments include riot duty, training, road blocks. and other special assignments as approved by the Sheriff.

2. Gear belts shall be worn in a position over and concealing the trouser belt at all times. The buckle shall be centered in front and the end of the belt shall be kept in place with the attached keeper. The four issued keepers shall be worn to maintain the belt in proper position. Two keepers shall be worn about four inches apart near the middle of the back, one on each side of the spinal column. The other two keepers may be placed where they will best support the gun, hide the trouser belt, and provide the most comfort.

3. The gun holster shall be centered over the stripe on the trouser leg and shall not be worn over the buttocks. The set screws on the issue holster shall be tightened sufficiently to keep the holster in proper position. The safety snap on the holster shall be snapped except when circumstances dictate other- wise.

4. Magazine Holder. The issue magazine holder should be worn in a position that is tactically sound for the individual officer and shall be fully loaded at all times.

5. Handcuff Cases. Handcuffs will be worn on the belt encased in a black case and worn above or directly behind the trouser stripe on the opposite side of the holster.

6. Gloves. Only black leather gloves shall be worn with the uniform.

4.10.13 ACCESSORIES WORN WITH THE UNIFORM

1. Tie. A regulation issue, four-in-hand-type choke-proof necktie shall be worn by uniformed employees. The tie shall be worn so that it fits up snugly between the collar points. Both ends of the tie shall be worn outside the shirt.

4.10.14 BADGES AND INSIGNIA OF RANK

Only the official issue badge shall be worn. The badge shall be worn over the left shirt pocket, pinned to the reinforced patch provided. The badge shall not be worn on the uniform Jacket or heavy winter coat. During a period of mourning, and while attending the funeral of a HCSO employee or any other peace officer, uniformed members of the HCSO may wear a strip of black tape or Department issue "In Memory Or badge cover horizontally across the face of their badge (as shown in Figure 7).

Insignia of Rank Rank insignia shall consist of the following:

Sheriff	**Gold Single Stars**
Chief Deputy	**Colonel Insignias**
Commander	**Gold Oak Leaf Insignias**
Captain	**Gold Double Bars**
Lieutenant	**Gold Single Bar**
Sergeant	**Gold Sergeant Stripes**

Name Plates:

Name plates of the metal type are to be used. These are to be of the same type that D.P.S. uses. Non-ranking members of the HCSO shall wear a name plate that is silver in color. Ranking employee shall wear name plates that are gold in color similar to their rank. All HCSO employees when in full uniformed will wear a name plate. The name plate, when worn without ribbons, will be placed 1/8 inch above the right breast pocket and centered. When the nameplate is worn with ribbons, it shall be placed 1/8 inch below the top of the right breast pocket seem.

4.10.15 PATCHES, EMBLEMS AND AWARDS, AND PROTECTIVE BODY ARMOR VEST, PATCHES;

Shoulder patches will be worn on both shoulders of the uniform shirt and jacket. On the shirt, the patch shall be sewn on and centered on the sleeve one inch (1" inch) below the shoulders seem. On the jacket, it shall be sewn on and centered on the sleeve one inch (1" inch) below the jacket yoke at the shoulder.

EMBLEMS AND AWARDS;

Emblems indicating time in service and other departments approved awards will be designed to be worn over the right breast pocket of the uniform and above the name plate.

Where and When to Wear Awards:
All awards are mandatory on all Class A uniforms
Awards are optional on Class B and Class C uniforms
Ribbons will be worn above the right breast uniform shirt pocket.
Ribbons will be worn in sets of one , two, or three not to exceed ten ribbons
Ribbons shall be placed in order of importance.
left to right – highest ranking on left, lowest ranking on the right as one faces the uniform
Top to Bottom – highest ranking on top, lowest ranking on the bottom as one faces the uniform

The wearing of an unauthorized or unearned ribbon shall be subject to disciplinary action.

4.10.16 PROTECTIVE BODY ARMOR VESTS

Protective Body Armor Vests are provided for the safety and protection of those HCSO employees assigned to, or required to take law enforcement action. It is, therefore, the policy of the HCSO that any uniformed deputy assigned to law enforcement duties as their primary function will be required to wear a protective body armor vest while on duty. Any other non-uniform deputy, supervisor, or command staff member will be required to wear a protective body armor vest if actively engaged in a law enforcement activity.

AI-49842 **2015 Intradept. (line item) Transfer** **2. J.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

2015 - HIDTA / US Treasury (1252)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1252-412-00-270-012-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 5-26-15.

Attachments

Transfer#3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/26/2015 01:32 PM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM
Form Started By: Nelda Olivarez		Started On: 05/26/2015 10:57 AM
Final Approval Date: 06/05/2015		

DATE: May 26, 2015

DEPARTMENT HEAD: RICARDO RODRIGUEZ, CRIMINAL DISTRICT ATTORNEY

Transfer Number: 3

DEPARTMENT NAME: HIDALGO COUNTY HIDTA TASK FORCE

ACCOUNT NUMBER: 5-1252-412-00-270-012-0-xxx U.S.. TREASURY FUNDS

SUBJECT: BUDGET LINE-ITEM TRANSFER (S)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		*TO*		
ACCOUNT NO.(S)	*ACCOUNT NAME*	*ACCOUNT NO.(S)*	*ACCOUNT NAME*	*AMOUNT*
5-1252-412-00-270-012-0 890	OTHER	5-1252-412-00-270-012-0 780	CAPITAL LEASES	5,000.00
TOTAL				**$ 5,000.00**

REASON: TO FUND UNANTICIPATED EXPENDITURES

Jose V. Delgado
Commander

___/___/___ DATE

Attest County Clerk

___/___/___ DATE

Budget Officer

___/___/___ DATE

Approved Commissioners' Court

___/___/___ DATE

AI-50024 **2015 Interdepartmental Transfers** **3. A.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 1 TXDOT, CO's 2009, & CO's 2010 A & B (1315, 1339, & 1342):
1. Approval of 2015 interdepartmental transfer within Pct. 1 TXDOT from CR 229 BR-Mile 17 1/2 Rd , program #096, to Mile 2 West (Mile 12-US 83), program #040, in the amount of $2,497.50 to fund aid to govt agency expenditures.

2. Approval of 2015 interdepartmental transfer within Pct. 1 CO's 2009 from Drainage Improv., program #052, to EM4W (M 12-M 13 1/2), program #064, in the amount of $71.99 to fund drainage improvement expenditures.

3. Approval of 2015 interdepartmental transfer within Pct. 1 CO's 2010 A & B from Mile 17N (FM88-FM1015), program #085, to Whalen Rd (BUS83-Moore), program #115, in the amount of $6,137.50 to fund road improvement expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1315-431-X0-121-0XX-0-XXX

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

BUDGETARY IMPACT:

program #096 --> program #040; funds available as of 6-5-15.

FISCAL YEAR: 2015 ACCT. #: 5-1339-431-00-121-XXX-0-XXX

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

BUDGETARY IMPACT:

program #052 --> program #064; funds available as of 6-5-15.

FISCAL YEAR: 2015 ACCT. #: 5-1342-431-00-121-XXX-0-XXX

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

BUDGETARY IMPACT:

program #085 --> program #115; funds available as of 6-5-15.

Attachments

Pct. 1 TXDOT transfer
Pct. 1 CO 2009 transfer
Pct. 1 CO 2010 A & B transfer

Form Review

Inbox	**Reviewed By**	**Date**
Ivan Cantu (Originator)	Ivan Cantu	06/05/2015 01:39 PM
Budget & Management	Veronica Ortiz	06/05/2015 01:40 PM
Auditor's Office	Monica Badillo	06/05/2015 04:46 PM
Form Started By: Ivan Cantu		Started On: 06/05/2015 10:56 AM
Final Approval Date: 06/05/2015		

DATE: June 9, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 1
TXDOT Mile 2 West(M12-US83)

ACCOUNT NUMBER: 5-1315-431-00-121-0XX-0-XXX

CONTACT PERSON: Ivan Cantu, Budget Analyst III **PHONE:** ext. 5425

2015
Interdepartmental Transfer

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
5-1315-431-60-121-096-0- 710	TXDOT-CR229BR-Mile17 1/2 Rd @ Drng Ditch-	Land	(2,497.50)
TO:			
5-1315-431-00-121-040-0- 841	TXDOT-M2W(M12-US83)-	Aid to Govt. Agency	2,497.50
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund aid to govt agency expenditures in relation to PO #695933 for TEDSI Infrastructure Group. PO was rolled over from calendar year 2014 to calendar year 2015.

DEPARTMENT HEAD SIGNATURE

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

DATE: June 9, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 1 CO's 2009 EM4W (M12N-M13 1/2)

ACCOUNT NUMBER: 5-1339-431-00-121-0XX-0-7XX

CONTACT PERSON: Ivan Cantu, Budget Analyst III **PHONE:** ext. 5425

2015
Interdepartmental Transfer

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
5-1339-431-00-121-052-0- 751	CO 2009-Pct. 1 Drain Imprv.-	Mach & Equip.	(71.99)
TO:			
5-1339-431-00-121-064-0- 723	CO 2009-Pct. 1 E M4W(M12-M13 1/2)-	Drainage	71.99
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund negative balance.

DEPARTMENT HEAD SIGNATURE

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

DATE: June 9, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 1 CO 2010 A & B-Whalen Rd.

ACCOUNT NUMBER: 5-1342-431-00-121-XXX-0-7XX

CONTACT PERSON: Ivan Cantu, Budget Analyst III **PHONE:** ext. 5425

2015
Interdepartmental Transfer

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
5-1342-431-00-121-085-0- 710	CO 2010 A & B-Mile 17N(FM88-FM1015)-	Land	(6,137.50)
TO:			
5-1342-431-00-121-115-0- 721	CO 2010 A & B-Pct. 1 Whalen Rd (BUS83-Moore)-	Roads	6,137.50
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund road improvement expenditures in relation to PO #713557 for Millennium Engineers Group, Inc. PO was rolled over from calendar year 2014 to calendar year 2015.

DEPARTMENT HEAD SIGNATURE

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

AI-50021 **2015 Interdepartmental Transfers** **3. B.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 Administration (1200):
Approval of 2015 interdepartmental transfer from Pct 2 Rd Maint to Pct 2 Administration in the amount of $50,000.00 to fund repair/improvement at Pct 2 Administration Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1200-431-00-122-006-0-890

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

BUDGETARY IMPACT:

Funds available as of 6/05/15.

Attachments

Transfer

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Debbie Tamez	06/05/2015 11:08 AM
Auditor's Office	Monica Badillo	06/05/2015 04:46 PM
Form Started By: Erika Zamora		Started On: 06/05/2015 10:43 AM
Final Approval Date: 06/05/2015		

DATE: June 9, 2015

DEPARTMENT HEAD: Commissoner Eduardo "Eddie" Cantu

2015

Interdepartmental Transfer

DEPARTMENT NAME: Hidalgo County Precinct #2 Adm

ACCOUNT NUMBER: 5-1200-431-00-122-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 787-1891 Ext. 2015

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
5-1200-431-00-122-006-0- 890	**Pct 2 Rd Maint**	**Other**	**(50,000.00)**
TO			
5-1200-431-00-122-005-0- 610	**Pct 2 Adm**	**General Supplies**	**30,000.00**
5-1200-431-00-122-005-0- 334	**Pct 2 Adm**	**Arch & Eng Srv**	**20,000.00**
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON: **To fund supplies and construction materials testing for retaining wall at Pct 2 Administration Office @ 300 W Hall Acres, Pharr, Tx.**

SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-49859 **2015 Interdepartmental Transfers** **3. C.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Health ADM (1100):
Approval of 2015 interdepartmental transfer from Co. Wide Adm.-Contingency to Health ADM in the total amount of $12,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds available as of 5/27/15.

Attachments

Transfer

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	05/28/2015 08:28 AM
Manuel Chapa	Manuel Chapa	05/28/2015 09:12 AM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM
Form Started By: Patricia Ramos		Started On: 05/27/2015 10:51 AM
Final Approval Date: 06/05/2015		

DATE: May 27, 2015

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for HEALTH ADM

ACCOUNT NUMBER: 5-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Patricia Ramos **PHONE:** (956) 292-7025 Ext. 5416

2015
Transfer
AI-49859

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
5-1100-415-00-115-002-0- 899	**CO WIDE ADM-**	**CONTINGENCY**	**(12,000.00)**
TO			
5-1100-441-00-340-001-0- 610	**HEALTH ADM-**	**GENERAL SUPPLIES**	**12,000.00**
TOTAL BUDGET INCREASE (DECREASE)			**$ -**

REASON: **Transfer needed to fund purchase of 2,400 cans of mosquito repellant and 100 bottles of hand sanitizer for employees in the field. Products are being ordered from Staples and will be stored at the Health Department where they will be distributed to offices and departments as needed.**

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-49861 **2015 Interdepartmental Transfers** **3. D.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Emergency Mgmt (1100):
Approval of 2015 interdepartmental transfer from Co Wide Adm-Contingency to Emergency Mgmt in the total amount of $13,673.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds available as of 5/27/15.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/28/2015 08:29 AM
Manuel Chapa	Manuel Chapa	05/28/2015 09:33 AM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM
Form Started By: Patricia Ramos		Started On: 05/27/2015 11:16 AM
Final Approval Date: 06/05/2015		

DATE: May 27, 2015

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for EMERGENCY MGMT

ACCOUNT NUMBER: 5-1100-4XX-00-11X-0XX-0-XXX

2015
Transfer
AI-49861

CONTACT PERSON: Patricia Ramos **PHONE:** (956) 292-7025 Ext. 5416

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
5-1100-415-00-115-002-0- 899	**CO WIDE ADM-**	**CONTINGENCY**	**(13,673.00)**
TO			
5-1100-429-00-110-075-0- 336	**EMERGENCY MGMT-**	**COMPUTER SERVICES**	**4,006.00**
5-1100-429-00-110-075-0- 761	**EMERGENCY MGMT-**	**SOFTWARE**	**9,667.00**
TOTAL BUDGET INCREASE (DECREASE)			**$ -**

REASON: **Transfer needed for Radiant RFID invoice for responder tracking program used in multiple county wide events.**

SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-49893 **2015 Interdepartmental Transfers** **3. E.**

CC CONSENT

Meeting Date: 06/09/2015

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

Department: COMM. PCT. #3

Information

CAPTION

Pct. 3 C.O.'s (1315):
Approval of 2015 interdepartmental transfer within C.O.'s Fund 1315 (Prog 045) to TxDot project (prog 021)in the amount of $1380.00.

BACKGROUND

Fiscal Impact

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/28/2015 01:06 PM
Purchasing Department	Monica Badillo	06/05/2015 04:45 PM

Form Started By: Norma Ceballos Started On: 05/28/2015 11:59 AM

Final Approval Date: 06/05/2015

INTER-DEPARTMENTAL TRANSFER

DATE: May 28, 2015

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 5-1315-431-00-123-0XX-0-

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
5-1315-431-00-123-045-0-841	TXDOT-La Homa SH 364 (SH495-FM1924)-Aid Govt	**(1,380.00)**
TO:		
5-1315-431-00-123-021-0-841	TXDOT-SH495 Abrams -Aid to Govt Agency	**$ 1,380.00**
	Total Budget (Increase/Decrease)	**0.00**

REASON: To pay Atlas, Hall & Rodriguez, LLP invoices.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-49850 **2015 Interdepartmental Transfers** **3. F.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Dina Trevino, BUDGET & MANAGEMENT

Submitted By: Marianella Canton, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

430th District Court (1100):
Approval of 2015 interdepartmental transfer from Co. Wide Adm.- Contingency to 430th District Court in the total amount of $3,807.00 to fund a new security camera system.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds available as of 05-26-2015.

Attachments

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LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/27/2015 09:15 AM
Obdett Calzada	Obdett Calzada	05/27/2015 11:44 AM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM

Form Started By: Marianella Canton Started On: 05/26/2015 03:59 PM

Final Approval Date: 06/05/2015

AL3 ENTERPRISES, LLC.
DBA STARR TELECOM
304 W. Veterans Blvd.
Palmview, TX 78572

Estimate

Date	Estimate #
5/21/2015	5220

Name / Address	Ship To / Location
HIDALGO COUNTY 100 S.CLOSNER EDINBURG, TEXAS 78539 PCT-3	430th District Court BUY BOARD CO#401-12

Project
PCT-3

Description	Qty	Cost	Total
Toughdog 3 MP IP Dome 2.8 Lens, H.264 &MJPEG Dual Stream 1/3 Exmore CMOS, 25/30 FPS@1080p D&N Auto Iris IR30M IP66 ONVIF	4	463.00	1,852.00
Toughdog 2.0 MP, 2.8-12MM Manual VF Lens IR 30FPS@1089p Outdoor Bullet Type Camera	1	784.00	784.00
LABOR RATE FOR INSTALLATION OF SYSTEMS PER TECHNICIAN	12	85.50	1,026.00
C5RPPP1-10 CAT 5e LEVINTON REGULAR POST PUNCH PLENUM	1	145.00	145.00

ANY QUESTIONS FEEL FREE TO CALL THE OFFICE AT(956)580-1333

Total $3,807.00

Phone #	Fax #	E-mail
956.580.1333	956.519.7859	ste@starrtelecom.com

THE CONTENTS ON THIS ESTIMATE ARE PROPERTY OF STARR TELECOM AND ARE CONFIDENTIAL, AND ARE INTENTED SOLELY FOR THE INDIVIDUALS TO WHOM THIS ESTIMATE IS ADDRESSED.

Customer Signature _____

DATE: May 25, 2015

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for DC430th

ACCOUNT NUMBER: 5-1100-41X-00-XXX-00X-0-XXX

2015
Transfer
AI-49850

CONTACT PERSON: Marianella Canton **PHONE:** (956) 292-7025 Ext. 5406

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
5-1100-415-00-115-002-0- 899	**CO WIDE ADM- CONTINGENCY**	**(3,807.00)**
TO		
5-1100-412-00-010-001-0- 413	**430th DC - ELEC SURVEILL & SECURITY**	**3,807.00**
TOTAL BUDGET INCREASE (DECREASE)		**$ -**

REASON: **To fund a new security camera system for the court.**

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-50019 **Other** **4. A.**

CC CONSENT

Meeting Date: 06/09/2015

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

Department: COMM. PCT. #3

Information

CAPTION

Pct. #3:
Requesting approval to process the following invoices as claims with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditors:

Vendor	Invoice No.	Amount
Mobile Relays Partners, LTD.	AIR0034828	$1,169.82
Mobile Relays Partners, LTD.	AIR0034958	$1,169.82

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funds available through PO# 719197, as of 6/5/2015.

Attachments

Invoices and PO

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/05/2015 10:30 AM
Obdett Calzada	Obdett Calzada	06/05/2015 01:33 PM
Purchasing Department	Monica Badillo	06/05/2015 04:46 PM

Form Started By: Norma Ceballos Started On: 06/05/2015 10:14 AM

Final Approval Date: 06/05/2015

Mobile Relays Partners, LTD
515 S. 12Th. St
P.O. Box 1808
McAllen TX, 78505-1808
(956)682-5224

SIGN:
REQ# 268457
PO# 719197

04/01/2015

INVOICE AIR0034828

CUST P.O.

Bill To: 117313

Name HIDALGO CO. PRECINCT #3
Address P. O. BOX 607
PO#719197/6 MOS.
MISSION TX78573
ATTN: NORMA/LOUIE

Ship To: 117313

HIDALGO CO. PRECINCT #3
P. O. BOX 607
PO#719197/6 MOS.
MISSION TX, 78573
ATTN: NORMA/LOUIE

Qty	Description	Loc	Unit Price	Total
18.00	UNITS ON SITE MCALLEN		19.9900	359.82
27.00	UNITS ON SITE MCALLEN		12.0000	324.00
54.00	UNITS ON SITE MCALLEN		9.0000	486.00

Received
APR 08 2015
BY MF 6-15

INVOICE RECEIVED BY
L. MENDOZA ON 4/8/15
GOODS/SERVICES RECEIVED BY
~~Q.Villarreal~~ ON 4/1/15
Dr. Mona Pinas

X

5 1200-431-00-123-005-0-532 → $753.86

5 1100 432 001 ~~1200-431-00-123-005-0~~-532 → $295.96

5 1100 452 008 ~~1200-431-00-123-005-0~~-532 → $120.00

QUESTIONS? CALL: (956)682-5224

Subtotal:	1169.82
Freight:	0.00
Total Amount Due:	**1169.82**

Mobile Relays Partners, LTD
515 S. 12Th. St
P.O. Box 1808
McAllen TX, 78505-1808
(956)682-5224

SIGN:
REQ# 268457
PO# 719197
05/01/2015

INVOICE AIR0034958

CUST P.O.

Bill To: 117313

Name HIDALGO CO. PRECINCT #3
Address P. O. BOX 607
PO#719197/6 MOS.
MISSION TX78573
ATTN: NORMA/LOUIE

Ship To: 117313

HIDALGO CO. PRECINCT #3
P. O. BOX 607
PO#719197/6 MOS.
MISSION TX, 78573
ATTN: NORMA/LOUIE

Qty	Description	Loc	Unit Price	Total
18.00	UNITS ON SITE MCALLEN		10.9900	359.82
27.00	UNITS ON SITE MCALLEN		12.0000	324.00
54.00	UNITS ON SITE MCALLEN		9.0000	486.00

INVOICE RECEIVED BY
L. Meandia ON 5/6/15
GOODS/SERVICES RECEIVED BY
S. Ramirez ON 5/1/15

Hidalgo Main
CENTER
MAY 06 2015

5 1200-431-00-123-005-0-532 → $153.86
5 1100 432 001 1200-431-00-123-005-0-532 → $295.96
5 1100 432 008 1200-431-00-123-005-0-532 → $120.00

Subtotal: 1169.82
Freight: 0.00

Total Amount Due: 1169.82

QUESTIONS? CALL: (956)682-5224

Purchase Order
COUNTY OF HIDALGO

PO# 719197

DATE: 01/09/15

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 275506 REQ: 00268457

PHONE: (956)682-5224

Fax: (956)682-9114 EMAIL:

MOBILE RELAYS PARTNERS, LTD.
P. O. BOX 1808
MCALLEN TX 78505-1808

SHIP TO: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

CONTACT:

SITE: COMMISSIONER, PRECINCT 3

CONTRACT NO: N/A

SPECIAL INSTRUCTIONS: REQ# 10

VENDOR NOTES

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

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		Air time services for existing communication services ****APPROVED BY SAUL RAMIREZ***		
6.00	EACH	OM OPEN PO FOR AIR TIME SERVICES FOR 13 H/H RADIOS @ $19.99 AND 55 H/H RADIOS @ $9.00 FOR A TOTAL OF 68 RADIOS (ROAD AND BRIDGES)	800.00	4,800.00
6.00	EACH	OM OPEN PO FOR AIR TIME SERVICE FOR 4 H/H RADIOS @ $19.99 AND 18 H/H RADIOS @ $12.00 FOR A TOTAL OF 22 H/H RADIOS (LANDFILL)	300.00	1,800.00
6.00	EACH	OM OPEN PO FOR AIR TIME SERVICES FOR 10 H/H RADIOS @ $12.00 FOR A TOTAL OF 10 RADIOS (PARKS)	130.00	780.00
			TOTAL:	7,380.00
		FOR USE AT PRECINCT#3 FOR TWO WAY RADIO SERVICES FOR 6 MONTHS FOR REBORE/REPLACEMENT CARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		**********		
		For Hidalgo County use only		
		5-1100-432-00-123-001-0-532	1,800.00	
		5-1100-452-00-123-008-0-532	780.00	
		5-1200-431-00-123-005-0-532	4,800.00	

LANDFILL = 79.96 + 216.00 = 295.96

PARK = 120.00

R/B = 733.87

Authorized by: Martha L Salazar

AI-49956 **Other** **4. B.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

District Attorney:
Approval to process the following invoice from James Publishing as claims with authority for County Treasurer to issue a check after auditing procedures are completed by County Auditor.

Invoice Date	Invoice No.	Amount
11/24/2014	SI29627	233.00

BACKGROUND

Books are an annual subscription. Purchase Order was not in place at the time books were automatically mailed to the District Attorney's Office.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-412-00-080-002-0-640

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

BUDGETARY IMPACT:

Funds available as of June 3, 2015; requisition #00278023.

Attachments

Invoice#SI29627

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/03/2015 08:44 AM
Budget & Management	Veronica Ortiz	06/03/2015 08:44 AM
Purchasing Department	Monica Badillo	06/05/2015 04:45 PM
Form Started By: Ramiro Sendejo		Started On: 06/01/2015 03:58 PM
Final Approval Date: 06/05/2015		

James Publishing

Invoice

Invoice No: SI29627
Tax Date: 11/24/2014
Status: OPEN

Bill To

HIDALGO CO DISTRICT ATTY'S OFF
100 N CLOSNER BLVD FL 3
EDINBURG, TX 785393563
9563182300

Contact: - -

Customer No.	41806100	**Our Ref**		**Ship Via**	USPS
Your Ref		**Ship Date**		**Shipping Terms**	
Salesperson	Sandra Martin				

#	Item	Description	U/M	Unit Price	Qty	Amount	Tax Rate	Tax Amount	Price
1	TJC-S	Texas Criminal Jury Charges Supplement by Judge Elizabeth Berry, Judge George Gallagher, and Paul McClung		109.00	2	218.00	0	0.00	218.00
2	SHIPPING	Book shipping and handling fee		15.00	1	15.00	0	0.00	15.00

Terms	None	**Sub Total**	233.00
Due Date	12/24/2014	**Tax**	0.00
		Total	233.00
		Payments/Credits	0.00
		Balance Due	**233.00**
		Currency	USD

ALL SALES ARE FINAL.Payment, shipping, and return policies updated!
For more information, visit www.jamespublishing.com/2014-policy-changes.

3505 Cadillac Avenue Suite P-101 Costa Mesa CA 92626
Tel: 866-725-2637 **Fax:** 714-556-4133
Email: customer-service@jamespublishing.com

---------- cut here ----------

Invoice No.	Customer	Balance Due	Amount Enclosed
SI29627	HIDALGO CO DISTRICT ATTY'S OFF	233.00	

AI-49887 **Other** **4. C.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

District Attorney:
Requesting approval for County Treasurers to process payment for fuel reimbursement in the amount of $10.00 for employee Irieno Ramos after auditing procedures are completed by County Auditor.

BACKGROUND

On April 6, 2015, while conducting official County business, Irineo Ramos was a passenger in a county vehicle and Gilbert Cano was the driver. Cano tried fueling the county vehicle but the fuel card was not working. At this time Ramos paid for the fuel from his own personal funds.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-412-00-080-002-0-626

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

BUDGETARY IMPACT:

Funds available as of 6/03/15.

Attachments

PURCHASE AFFIDAVIT
RECEIPT-I.R.
MEMO-FUEL REIMBURSEMENT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/29/2015 09:23 AM
Purchasing Department	Monica Badillo	06/05/2015 04:45 PM
Form Started By: Ramiro Sendejo		Started On: 05/28/2015 11:01 AM
Final Approval Date: 06/05/2015		

PURCHASE AFFIDAVIT

I, Irineo Ramos do hereby state that the item(s) listed on the invoice(s) named below were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
9123878	4/6/2015	$10.00	STRIPES #9145
	TOTAL	$10.00	

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: Ireo Ramos

TITLE: Criminal Investigator

Before me Clariza Ramos, a Notary Public, appeared Irineo Ramos and on his oath deposed and stated that the foregoing respect. He /S further stated he /s requested payment of the same.

(SEAL)

Clariza Ramos
Notary Public, State of Texas
My Commission Expires:
March 17, 2018

C Ramos

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVAL: DEPARTMENT HEAD

APPROVAL: COUNTY AUDITOR



WELCOME TO
STRIPES 9145
2625 S Sugar Rd
Edinburg Tx 78539
956-380-1475

Stripes #9145
TX

DATE 04/06/15 11:50
TRAN# 9123878
PUMP# 12
SERVICE LEVEL: SELF
PRODUCT: UNLD
GALLONS: 4.831
PRICE/G: $ 2.069
FUEL SALE $ 10.00
DEBIT $10.00

VISA DEBIT
Payment from
Primary Account
XXXXXXXXXXXX3907
Auth #: 585301
Resp Code: 0
Stan: 02291013529
Invoice #: 145368
SITE ID: TP485705190
01

Diesel Fuel Contains
Up To 20% BioDiesel
or Renewable Diesel
State Diesel Tax
0.19 per Gallon Incl

INVOICE RECEIVED BY.
PGudego on 4/9/15
GOODS/SERVICES RECEIVED BY:
PGudego on 4/6/15
5-1222-412-00-080-006-0-626

RICARDO RODRIGUEZ, JR.
CRIMINAL DISTRICT ATTORNEY

To: Ray Eufracio
Auditor

From: Rosalinda Cantu
Human Resources Coordinator

Date: May 28, 2015

Re: Pending Invoice, COMDATA

On April 6, 2015 while on conducting official County business, Irineo Ramos fueled a county vehicle in the amount of $10.00 with his personal funds due to the fact that a Fuel Card had not been assigned to him yet. Attached is receipt number 9123878 for said fuel purchased.

Please process a check for reimbursement to Irineo Ramos in the amount of $10.00 form account number 5-1100-412-00-080-002-0-626.

HIDALGO COUNTY COURTHOUSE - 100 N. CLOSNER, ROOM 303 - EDINBURG, TEXAS 78539 - PHONE (956) 318-2300 - FAX (956) 318-2301

AI-50025 **Planning Department** **5. A.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

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

2. Certificate of Water Service Availability under Texas Local Government Code Section 232.029 (c) (2)

BACKGROUND

Fiscal Impact

Attachments

Pct 1 Water Service Availability 06-09-15
Pct 1 Cert Plat & Utility Status 06-09-15
Pct 2 & 4 Cert Plat & Utility Status 06-09-15
Pct 2 & 4 Water Service Availability 06-09-15
Pct 3 Water Service Availability 06-09-15

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Debbie Tamez	06/05/2015 11:23 AM
Glinda Pacheco	Glinda Pacheco	06/05/2015 01:41 PM
Auditor's Office	Monica Badillo	06/05/2015 04:46 PM
Form Started By: Irma Castillo		Started On: 06/05/2015 11:01 AM
Final Approval Date: 06/05/2015		

	PLANNING DEPT. PCTS.#1 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	HUGO VASQUEZ	1-12435
2.	YESSICA FLORES	1-12436
	COMM. COURT:JUNE 9, 2015	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

T.J. Arredondo
Director of Planning

Precinct 1 2 3 4

Application No: 1-12435

HIDALGO COUNTY
CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Upon the application of:

Name: Hugo Marquez

Address: 12639 Texas Blvd
Mercedes TX
78570

Phone: (956) 373-3786

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

Water Supplier: City of Mercedes

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

Account/ESI No.: 10327894148582 7

[ ] Temporary Pole [X] Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

Indian Hills Lot 432 Blk 1

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

~~The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.~~

-OR-

The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.

Planning Department Authorized Signature _____ Hidalgo County Judge _____ Date _____

ATTEST: _____ Hidalgo County Clerk _____ Date _____

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

T.J. Arredondo
Director of Planning

Precinct (1) 2 3 4

Application No: 1-12435

AFFIDAVIT
TO APPLY TO THE COUNTY OF HIDALGO
FOR CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

[*Note: To be eligible, the land must not have been subdivided after September 1, 1995.*]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared Hugo Vazquez,

Known to me [*or* proved to me in the oath of Permanent Resident Card #A 077-799-598 *or* through _____ (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land: Indian Hills Lot# 432 Blk# 1."

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [*strike through the statement below that does not apply*]

3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-OR-

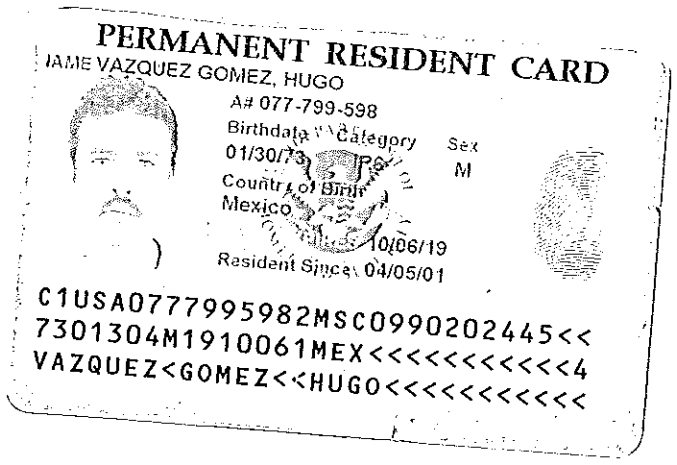
3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

x Hugo Vasquez (Signature)

SUBSCRIBED AND SWORN TO before me on June 25th, 2015, to certify which, witnesses my hand and seal of office.

LEONEL NAJERA
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-16-2016

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



PERMANENT RESIDENT CARD

JAIME VAZQUEZ GOMEZ, HUGO

A# 077-799-598

Birthdate Category Sex

01/30/73 P6 M

Country of Birth

Mexico

10/06/19

Resident Since 04/05/01

C1USA077995982MSC0990202445<<
7301304M1910061MEX<<<<<<<<<<<4
VAZQUEZ<GOMEZ<<HUGO<<<<<<<<<<

Chapter 232 Texas LGC Application

APPLICATION NO: 1-12435
Jun. 1, 2015

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS · WESLACO TX 78596
TEL 968-4724 FAX 447-8612

I2230-00-001-0432-00

[1] OWNER: VASQUEZ, HUGO

10744 MILE 1 1/2 RD
MERCEDES, TEXAS 78570
Telephone No. 373-3786

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOVED BUILDING
05-RESIDENTIAL MOVE-IN/RELO. BUILD
[5] SIZE OF STRUCTURE: 480 Sq. Ft.

[6] USE OF BUILDING: NEW RES ZONE X-05

[7] LEGAL DESC./NAME OF SUBDIVISION
INDIAN HILLS LOT 432 BLK 1

LOCATION: 0 MILE 11 & 1015

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $3,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY / COUNTY SETBACKS FRONT 25'
SIDES 6' REAR 15'

Prepared by _____ Date 6/1/15

Approved by _____ Date 5/29/15

X Jose Luis Flores Signature of Owner or Applicant Date 06-01-15

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0450 Pct: 1

Community No.: 480234

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

[NOTICE]

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

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

VOL. 23 PG. 181

I, LARRY L. SMITH, A REGISTERED PUBLIC SURVEYOR AND ENGINEER, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED AS SURVEYED UNDER MY DIRECTION.

LARRY L. SMITH
REGISTERED PUBLIC SURVEYOR AND ENGINEER
EDINBURG, TEXAS
LSON #2-630047

STATE OF TEXAS:
COUNTY OF HIDALGO:

KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED OWNER OF THE PROPERTY HEREON DESCRIBED, DOES HEREBY ADOPT, DEDICATE, AND CONFIRM THE FOREGOING MAP OR PLAT AND DOES DEDICATE TO THE PUBLIC THE SURFACE USE OF THE STREETS DESIGNATED THEREON.

LONNY SUMERS, TRUSTEE

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LONNY SUMERS, OWNER KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 7th DAY OF July, A.D., 1983.

Notary Public
State of Texas
My Commission Expires 4-15-87

NOTARY PUBLIC FOR THE STATE OF TEXAS

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF MERCEDES, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING AND ZONING COMMISSION — DATE

THIS PLAT APPROVED BY THE CITY COMMISSION OF THE CITY OF MERCEDES, ON THIS THE 6th DAY OF September A.D., 19 84.

NOTE:

1. Minimum finished floor elevation west of FM 491 is elevation 58.5 feet. Minimum finished floor elevation east of FM 491 is elevation 59.5 feet or 16 inches above natural ground whichever is higher.
2. The area of the subdivision west of FM 491 is in FIRM flood zone "C" indicating no flooding during a 100 year storm event. The area of this subdivision east of FM 491 is in FIRM flood zone "B" indicating flooding depths of less than 1 foot during a 100 year storm event.
3. Benchmark - USGS BM on #66 plate on the Southwest headwall of the bridge on FM 491 spanning the North Floodway Pilot Channel approximately 1/4 mile North of Mile 10 North. Elevation = 82.15

APPROVED FOR RECORDING BY COMMISSIONERS COURT
This the 6th day of Sept. 1984
J. EDGAR RUIZ, County Clerk
By Deputy

MAP OF INDIAN HILLS SUBDIVISION

BEING A RESUBDIVISION OF 122.66 ACRES OUT OF ALL OR PARTS OF LOTS "E", "I", AND "J", CAPISALLO HEIGHTS SUBDIVISION FARM TRACT 3014, 3015, AND 3016, AND LOTS 2, 3, 4, AND 6, ALL OF BLOCK 62, NORTH CAPISALLO DISTRICT SUBDIVISION OUT OF LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS

Recorded in Book 23 Page 181 of the map records of Hidalgo County, Texas
Watson and Hood, Inc.
County Surveyors

CURVE DATA

SYMBOL	DELTA	RADIUS	TANGENT	LENGTH	CHORD
1C1	09°14'54"	484.50'	39.00'	78.64'	78.55'
1C2	02°39'54"	784.50'	18.36'	35.96'	35.95'
1C3	08°28'06"	784.50'	70.21'	144.06'	134.83'
1C4	05°39'36"	784.50'	48.99'	93.83'	93.77'
1C5	14°00'55"	784.50'	7.09'	14.08'	14.01'
1C6	61°41'13"	50.0'	29.86'	53.83'	51.27'
1C7	14°00'09"	50.0'	20.28'	38.48'	37.66'
1C8	57°27'05"	50.0'	53.48'	99.01'	95.44'
1C9	90°27'27"	50.0'	50.07'	17.94'	17.85'
1C10	90°27'27"	50.0'	50.07'	17.94'	17.85'
1C11	14°00'09"	151.65'	9.84'	19.64'	19.65'
1C12	57°27'05"	50.0'	28.11'	51.29'	49.18'
1C13	36°03'35"	50.0'	16.78'	32.54'	31.79'
1C14	09°56'08"	50.0'	15.84'	30.68'	30.20'
1C15	61°41'13"	50.0'	29.86'	53.83'	51.27'
1C16	14°00'09"	151.65'	12.80'	25.54'	25.51'
1C17	14°00'09"	151.65'	8.27'	16.52'	16.50'
1C18	14°00'09"	151.65'	33.98'	67.80'	66.46'
1C19	16°27'42"	181.65'	21.08'	43.10'	42.78'
1C20	14°00'09"	365.0'	24.68'	49.29'	49.24'
1C21	14°00'09"	365.0'	28.56'	57.00'	57.14'
1C22	00°49'35"	365.0'	3.11'	6.22'	6.22'
1C23	09°56'08"	115.0'	7.56'	15.32'	15.13'
1C24	14°00'09"	115.0'	12.96'	25.78'	25.71'
1C25	29°27'15"	115.0'	26.60'	53.06'	52.01'
1C26	14°00'09"	365.0'	5.44'	10.86'	10.84'
1C27	07°20'20"	365.0'	23.57'	47.00'	46.94'
1C28	04°23'55"	365.0'	13.98'	27.95'	27.94'
1C29	07°37'05"	315.0'	20.89'	41.71'	41.68'
1C30	10°14'12"	315.0'	31.52'	62.80'	62.71'
1C31	04°50'38"	535.0'	13.32'	26.63'	26.62'
1C32	14°00'09"	101.70'	12.68'	23.76'	23.05'
1C33	14°00'09"	101.70'	20.34'	40.68'	39.86'
1C34	30°19'00"	31.70'	16.63'	32.19'	31.65'
1C35	14°00'09"	95.36'	35.36'	67.54'	67.33'
1C36	14°00'09"	95.36'	11.93'	23.84'	23.79'
1C37	45°00'00"	115.0'	47.64'	90.32'	88.00'
1C38	24°00'00"	365.0'	24.08'	47.83'	47.66'
1C39	14°00'09"	365.0'	14.46'	28.58'	28.57'
1C40	25°18'00"	115.0'	25.81'	50.78'	50.37'
1C41	14°00'09"	365.0'	6.01'	12.05'	12.05'
1C42	14°00'09"	365.0'	30.79'	60.41'	60.46'
1C43	72°27'05"	109.0'	77.06'	132.93'	124.56'
1C44	14°00'09"	155.0'	21.53'	42.67'	41.87'
1C45	14°00'09"	155.0'	14.33'	28.32'	28.26'
1C46	45°00'00"	130.55'	53.07'	102.53'	99.91'
1C47	14°00'09"	185.55'	19.32'	38.08'	38.03'
1C48	14°00'09"	185.55'	25.75'	50.97'	50.85'
1C49	28°34'38"	31.70'	15.80'	31.67'	31.33'
1C50	09°22'26"	31.70'	2.33'	4.65'	4.65'
1C51	09°22'26"	31.70'	2.33'	4.65'	4.65'
1C52	14°00'09"	101.70'	12.68'	23.76'	23.05'
1C53	14°00'09"	101.70'	2.33'	4.65'	4.65'
1C54	14°00'09"	101.70'	20.34'	40.68'	39.86'
1C55	72°27'05"	123.49'	87.30'	156.15'	146.07'
1C56	90°00'00"	90.0'	42.39'	70.68'	64.63'
1C57	14°00'09"	50.0'	19.84'	39.01'	38.94'
1C58	30°19'00"	50.0'	27.83'	54.95'	50.59'

CENTERLINE CURVE DATA

SYMBOL	DELTA	RADIUS	TANGENT	LENGTH	CHORD
1C1	35°09'	340.00'	109.33'	211.51'	208.16'
1C2	35°09'	76.70'	24.66'	47.72'	46.96'
1C3	90°00'16"	126.65'	75.00'	135.62'	129.07'
1C4	45°00'	60.36'	25.00'	47.40'	46.19'
1C5	45°00'	140.00'	57.99'	109.96'	107.15'
1C6	90°00'16"	140.00'	31.62'	61.52'	61.52'
1C7	50°45'	90.69	46.72'	87.24'	84.24'
1C8	45°46'	150.55'	62.86'	119.83'	117.07'
1C9	72°32'	130.00'	95.38'	164.57'	153.80'

FILED
FEB 6 1984

Recorded in Vol. 23 Pg. 181 Map Records
Hidalgo County, Texas
Deputy
Feb. 6, 1984

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.

GIFT DEED

Date: **February 6, 2014**

2487237

Grantor: **AUDELIA HERRERA, a widow**

Grantor's Mailing Address: **10744 Mile 1½ Rd. W., Mercedes, Hidalgo County, TX 78570**

Grantee: **HUGO VASQUEZ, a single man**

Grantee's Mailing Address: **10744 Mile 1½ Rd. W., Mercedes, Hidalgo County, TX 78570**

Consideration: **The love and affection Grantor has for Grantee herein.**

Property (including any improvements): **Lot Four Hundred Thirty-Two (432), Block One (1), Indian Hills Subdivision, Hidalgo County, Texas, according to the map and plat of record in Volume 23, Page 180 and 181, and in Volume 24, Page 81, Map Records of Hidalgo County, Texas.**

Reservations From Conveyance and Warranty: **Any and all restrictions, covenants, conditions, easements, mineral and royalty reservations, zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, and only to the extent that same are still in effect, shown of record in Hidalgo County, Texas, together with any and all visible and apparent easements, to include but not limited to easements for roadways on or across the property; taxes for prior, current and subsequent years, the payments of which Grantee assumes.**

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives 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.

The Property is conveyed to Grantee as his sole and separate property.

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

audelia Herrera

AUDELIA HERRERA

(ACKNOWLEDGMENT)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 11th day of February, 2014, by **AUDELIA HERRERA.**

NOTARY PUBLIC STATE OF TEXAS
ELIZABETH S. PENA
My Commission Expires
May 24, 2016

Notary Public, State of Texas

PREPARED BY:

Law Office of Richard S. Talbert
612 S. Texas
Weslaco, TX 78596-6222
(956) 968-1578
(956) 968-0698 (Fax)
Email: rstlaw@bizrgv.rr.com

File: Re/Msc- 2014/Herrera

AFTER RECORDING RETURN TO:

Mr. Hugo Vasquez
10744 Mile 1½ Rd. W.
Mercedes, TX 78570

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

T.J. Arredondo
Director of Planning

Precinct 1 2 3 4

Application No: 1-12436

HIDALGO COUNTY
CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Upon the application of:

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

Name: JESSICA FLORES

Address: 3614 Seminole Way
Mercedes, TX 78570

Phone: (956)351-24-36

Water Supplier: CITY OF MERCEDES

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

Account/ESI No.: 10032789498733887

[ ] Temporary Pole [✓] Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

INDIAN HTGS LOT 443 BLK 1

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

~~The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.~~

-OR-

The land was not subdivided after ~~September 1, 1995,~~ and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be ~~feasible~~, subject to a final determination by the water service provider.

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
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956-973-7850

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

T.J. Arredondo
Director of Planning

Precinct 1 2 3 4

Application No: 1-12436

AFFIDAVIT
TO APPLY TO THE COUNTY OF HIDALGO
FOR CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

[*Note: To be eligible, the land must not have been subdivided after September 1, 1995.*]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

JESSICA FLORES ,

Known to me [*or* proved to me in the oath of TX ID# 34553120 *or* through _____ (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land:

INDIANHILLS LOT 443 BLK 1 ."

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [*strike through the statement below that does not apply*]

~~3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."~~

-OR-

~~3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."~~

X Jessica L Flores (Signature)

SUBSCRIBED AND SWORN TO before me on June 3rd, 2015, to certify which, witnesses my hand and seal of office.

LEONEL NAJERA
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-16-2016

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO:
1-12436
Jun. 1, 2015

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

I2230-00-001-0443-00

[1] OWNER: FLORES, YESSICA L.

3614 SEMINOLE WAY
MERCEDES TX 78570-1119
Telephone No.

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: CITY

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

[5] SIZE OF STRUCTURE: 1,046 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE X-20

[7] LEGAL DESC./NAME OF SUBDIVISION
INDIAN HILLS LOT 443 BLK 1

LOCATION: 0 FM 491 & MILE 11

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $2,200

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____/ NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:10' SIDE:6' CORNER:10'
MIN. ELEV. ABOVE TOP NATURAL 18"

Prepared by — Date: 6/1/15

Approved by — Date: 6/29/15

X Jose Luis Flores — Signature of Owner or Applicant — Date: 06-01-15

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0410 Pct: 0

Community No.: 480334

Certification of Elevation Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

VOL. 23 PG. 181

SHEET 1 OF 1

MAP OF INDIAN HILLS SUBDIVISION

BEING A RESUBDIVISION OF 122.65 ACRES OUT OF
ALL OR PARTS OF LOTS "K", "J", AND "I", CAPISALLO HEIGHTS SUBDIVISION
FARM TRACT 3014, 3015, AND 3016, AND LOTS 7, 8, 9, AND 6,
ALL OF BLOCK 62, NORTH CAPISALLO DISTRICT SUBDIVISION
OUT OF LLANO GRANDE GRANT, HIDALGO COUNTY, TEXAS

I, LARRY L. SMITH, A REGISTERED PUBLIC SURVEYOR AND ENGINEER, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED AS SURVEYED UNDER MY DIRECTION.

LARRY L. SMITH — DATE
REGISTERED PUBLIC SURVEYOR AND ENGINEER
EDINBURG, TEXAS
1981 — REGISTRATION #2-830047

STATE OF TEXAS:
COUNTY OF HIDALGO:

KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED OWNER OF THE PROPERTY HEREON DESCRIBED, DOES HEREBY ADOPT, DEDICATE, AND CONFIRM THE FOREGOING MAP OR PLAT AND DOES DEDICATE TO THE PUBLIC THE SURFACE USE OF THE STREETS DESIGNATED THEREON.

LONNY SUMERS, TRUSTEE

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LONNY SUMERS, OWNER KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 7th DAY OF July, A.D., 1983.

JANICE A. CLARK
Notary Public
State of Texas
My Commission Expires 8-19-85

NOTARY PUBLIC FOR THE STATE OF TEXAS

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF MERCEDES, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

CHAIRMAN, PLANNING AND ZONING COMMISSION — DATE

THIS PLAT APPROVED BY THE CITY COMMISSION OF THE CITY OF MERCEDES, ON THIS THE 6th DAY OF January, A.D., 19 84.

NOTE:

1. Minimum finished floor elevation west of FM 491 is elevation 59.5 feet. Minimum finished floor elevation east of FM 491 is elevation 58.5 feet or 36 inches above natural ground whichever is higher.

2. The area of the subdivision west of FM 491 is in FIRM flood zone "C" indicating no flooding during a 100 year storm event. The area of this subdivision east of FM 491 is in FIRM flood zone "B" indicating flooding depths of less than 1 foot during a 100 year storm event.

3. Benchmark – USGS BM on 1604 plate on the Southeast headwall of the bridge on FM 491 spanning the North Floodway Pilot Channel approximately 1/4 mile North of Mile 10 North. Elevation = 62.15

APPROVED FOR RECORDING BY COMMISSIONERS COURT
This the 6th day of Feb 1984
J. EDGAR [illegible], County Clerk
Hidalgo County, Texas

Recorded in Book 23, Page 81 of the map records of Hidalgo County, Texas
Abelow and Hunt, Inc.
County Surveyors

FILED
FEB 6 1984

CURVE DATA

SYMBOL	DELTA	RADIUS	TANGENT	LENGTH	CHORD
101	04°00'54"	998.34'	35.84'	71.84'	71.82'
102	04°29'34"	764.30'	19.66'	39.96'	39.95'
103	10°31'08"	764.30'	70.41'	140.29'	139.83'
104	10°31'08"	764.30	66.99'	133.63'	133.44'
105	14°07'55"	50.00'	7.09'	14.08'	14.03'
106	61°41'13"	50.00'	29.86'	53.83'	51.27'
107	44°08'09"	50.00'	20.20'	38.60'	37.65'
108	44°08'09"	50.00'	20.20'	38.60'	37.65'
109	61°41'13"	50.00'	29.86'	53.83'	51.27'
110	14°07'55"	50.00'	7.09'	14.08'	14.03'
111	07°43'49"	50.00'	33.98'	59.01'	55.64'
112	20°53'24"	50.00'	90.07'	17.44'	17.05'
113	93°26'36"	150.65'	9.84'	19.64'	19.05'
114	54°41'22"	300.00'	28.11'	51.22'	49.31'
115	17°03'00"	50.00'	14.76'	23.24'	23.16'
116	35°09'09"	50.00'	15.84'	30.68'	30.20'
117	40°09'50"	50.00'	33.76'	59.48'	57.98'
118	88°53'57"	551.65'	12.80'	25.54'	25.51'
119	08°53'24"	551.65'	8.27'	16.52'	16.50'
120	10°34'34"	551.65'	33.98'	65.57'	65.47'
121	24°57'42"	101.65'	21.88'	43.10'	42.78'
122	83°54'14"	365.00'	26.68'	49.29'	49.25'
123	08°58'54"	365.00'	28.64'	57.20'	57.14'
124	00°59'30"	365.00'	3.11'	6.22'	6.22'
125	02°46'00"	315.00'	7.54'	15.12'	15.12'
126	12°27'25"	315.00'	32.86'	61.96'	61.84'
127	09°19'15"	315.00'	26.60'	53.08'	53.01'
128	01°39'24"	365.00'	5.44'	10.88'	10.88'
129	07°43'49"	365.00'	33.97'	67.07'	67.04'
130	24°53'16"	365.0'	15.98'	31.95'	31.71'
131	07°57'02"	335.0'	23.69'	47.71'	47.67'
132	14°25'47"	335.0'	33.53'	62.97'	62.83'
133	06°56'34"	335.0'	15.22'	26.62'	26.59'
134	30°00'49"	101.70'	23.10'	53.25'	52.65'
135	27°34'11"	101.50'	24.50'	48.91'	48.44'
136	29°00'00"	51.70'	16.62'	32.27'	31.65'
137	45°00'00"	85.36'	35.36'	67.04'	65.33'
138	45°00'00"	85.36'	34.45'	67.04'	65.33'
139	45°00'00"	115.0'	47.64'	90.32'	88.07'
140	30°34'29"	165.0'	24.08'	47.33'	47.16'
141	30°34'29"	165.0'	24.08'	47.33'	47.16'
142	29°18'00"	115.0'	26.81'	50.36'	50.37'
143	04°11'08"	165.0'	6.02'	12.05'	12.05'
144	31°34'29"	165.0'	30.75'	60.91'	60.41'
145	75°03'00"	105.0'	77.04'	132.93'	124.02'
146	30°11'34"	155.0'	22.12'	42.04'	41.57'
147	30°11'34"	155.0'	24.15'	24.229'	24.19'
148	40°06'00"	155.55'	53.07'	101.17'	98.84'
149	11°21'12"	165.55'	19.32'	36.63'	36.43'
150	11°21'12"	165.55'	25.15'	50.04'	49.96'
151	26°16'34"	51.70'	13.02'	25.52'	25.29'
152	07°23'24"	51.70'	3.33'	6.65'	6.65'
153	07°23'24"	51.70'	3.33'	6.65'	6.65'
154	28°16'09"	101.70'	25.52'	50.0'	49.50'
155	03°44'03"	101.70'	3.32'	6.63'	6.63'
156	03°44'03"	101.70'	3.32'	6.63'	6.63'
157	30°00'00"	133.49'	27.00'	54.60'	54.01'
158	30°00'00"	90.0'	43.35'	70.24'	69.63'
159	90°00'00"	90.0'	108.00'	131.09'	118.02'
160	19°15'02"	30.0'	17.83'	34.29'	33.96'

CONTROLLING CURVE DATA

SYMBOL	DELTA	RADIUS	TANGENT	LENGTH	CHORD
"A"	30°39'	340.00'	109.33'	211.51'	208.16'
"B"	35°56'	76.70'	24.66'	47.73'	46.96'
"C"	46°34'	326.65'	75.96'	135.43'	131.77'
"D"	45°00'	40.34'	25.00'	47.40'	46.19'
"E"	45°00'	140.00'	57.99'	109.96'	107.15'
"F"	25°18'	140.00'	31.42'	61.82'	61.32'
"G"	30°45'	98.49	46.72'	87.24'	86.24'
"H"	45°46'	150.55'	62.66'	119.83'	117.07'
"I"	72°32'	130.00'	95.38'	164.57'	153.80'

NORTH

FLOODWAY

TEXAS

SHAWNEE

VIRGINIA

BOULEVARD

CREEK

DRIVE

AVENUE

WAY

PLACE

ROW OF THE WEST LEVEE OF HIDALGO & CAMERON COUNTY WATER DISTRICT NO. 9 CANAL

CENTERLINE OF THE WEST LEVEE OF HIDALGO AND CAMERON COUNTY WATER DISTRICT NO. 9 CANAL

WARRANTY DEED WITH VENDOR'S LIEN

DATE: May 14, 2015

GRANTOR: Robert L. Schwarz, not joined by my wife since the property herein conveyed constitutes no part of our legal homestead

GRANTOR'S MAILING ADDRESS: 4209 North 22nd Street
McAllen, Hidalgo County, Texas 78504

GRANTEE: Yessica L. Flores Sanchez

GRANTEE'S MAILING ADDRESS: 12926 Santawan Dr.
Mercedes, Texas 78570

CONSIDERATION: Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of Eleven thousand Five hundred and NO/100 Dollars ($11500.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Mark Twenhafel, Trustee.

PROPERTY (including any improvements):

Lot Four hundred Forty-Three (443),Block One (1), Indian Hills Subdivision, Hidalgo County, Texas, according to the map and plat of record in Volume 23 Page 180 and 181 and in Volume 24 page 81, Map Records of Hidalgo County, Texas;

RESERVATIONS FROM CONVEYANCE:

SAVE AND EXCEPT all oil, gas and other minerals, all geothermal energy, and wind energy and further SAVE AND EXCEPT (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

As shown on Exhibit "A" attached hereto and made a part hereof for all purposes.

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments other than conveyances of the surface fee estate, that affect the Property; and taxes for 2015 which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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 heir,successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.
Restrictions: See Exhibit A

Those reservations and exceptions on Exhibit A attached hereto and made a part hereto for all purposes.

Grantor, as the fee simple owner of the Property, establishes the Restrictions as convenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative to regulate the structural integrity, appaearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable,their purposes being for the common benefit of Grantor, Grantee and the Affected Property Owners, who are

affected by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, Affected Property Owners, and their successors and assigns forever.

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

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

Grantee accepts the herein described property as is, where is and with all faults, and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (1) the condition the property or any element thereof, including, without limitation, warranties related to environmental conditions, suitability for habitation, merchantability or fitness for a particular purpose; (2) the soil conditions, drainage or other conditions existing at the property with respect to any particular purpose, development potential or otherwise; (3) all warranties created by affirmation of fact or promise by any description of the property; and (4) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

Robert L. Schwarz

STATE OF TEXAS)(

COUNTY OF HIDALGO)(

This instrument was acknowledged before me on the 28th day of May 2015 by Robert L. Schwarz

ANGELICA HERNANDEZ NOTARY PUBLIC STATE OF TEXAS EXPIRES 10-18-2016

Notary Public, State of Texas

Notary's name (printed) : ANGELICA HERNANDEZ

Notary's commission expires :

BUYER'S ACCEPTANCE OF DEED
05-14-2015

The undersigned buyer(s) hereby accepts and consents to the form of Deed attached hereto including, but notlimited to, the provision(s) concerning title exceptions contained therein, and acknowledges the same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the eventof any conflict of the contract Buyer has signed regarding the property described in the attached Deed.

AFTER RECORDING RETURN TO :

Harold Munal
4209 North 22nd Street
McAllen, Texas 78504

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	MARIBEL TREJO	1-12408
2.	VERONICA LEOS	1-2251
	COMM. COURT: JUNE 9, 2015	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

T.J. Arredondo
Director of Planning

Precinct 1 2 3 4

Application No: 1-12408

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Marivel Trejo

Address: 1143 Anacua Ln. Alamo TX 78516

Water Supplier: NAWSC

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

Phone: 215-1713

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Huisache Acres #4 Lot 87,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 05/24/05);

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

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

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

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

T.J. Arredondo
Director of Planning

Precinct (1) 2 3 4

Application No: I-12408

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

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

PARTY MAKING REQUEST:

Name: Marivel Trejo

Address: 1143 Anacua cir.
Alamo Tx 78516

Phone: 215-1713

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

Hillside Acres #4 Lot 27

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Marivel Trejo — Requesting Party (Signature)

5-21-15 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

6/5/15 — Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-12408
May. 22, 2015

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

H5210-04-000-00R7-00

[1] OWNER: TREJO, MARIVEL

1143 ANACUA CIR.
ALAMO, TX 78516
Telephone No. 215-1713

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 1,500 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE C-25

[7] LEGAL DESC./NAME OF SUBDIVISION
HUISACHE ACRES #4 LOT#07

LOCATION: 0 TOWER & SIOUX

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $76,500

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGUALTIONS
SETBACKS FRONT:25' REAR:25' SIDES:6'
MIN. ELEV. ABOVE TOP OF CURB 18"

Prepared by — Date 5/22/15

Approved by — Date 5/18/15

Signature of Owner or Applicant — Date 5/22/15

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0425C Pct: 1

Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

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

[NOTICE]

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

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: August 1, 2013

Grantor: Rogelio Flores , Jr., not joined herein by my spouse as the property hereby conveyed is no part of my homestead and is my sole and separate property

Grantor's Mailing Address:
4420 E. 17 1/2 Mile, Edinburg, Texas 78542

Grantee: Marivel Trejo
Grantee's Mailing Address:
1143 Anacua Circle
Alamo, Texas 78516
Hidalgo County, Texas

2435771

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty-Four Thousand Dollars and No Cents ($34,000.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Robert Geissler, Trustee.

Property (including any improvements):

Lot R7, Huisache No. 4 Subdivision, an addition to the City of Alamo, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 48, Page 26, Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

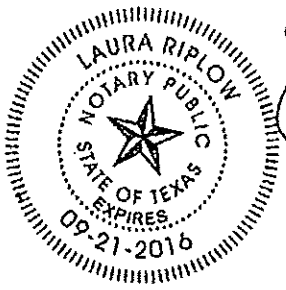
1. Visible and apparent easements on or across the subject property;
2. Easements, rights-of-way, and prescriptive rights, whether of record or not;
3. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
4. Rights of adjoining owners in any walls and fences situated on a common boundary;
5. Any discrepancies, conflicts, or shortages an area or boundary lines;
6. Any encroachments or overlapping of improvements;
7. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
8. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
9. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
10. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of the subdivision in which the property is located;
11. Rules and Regulations of Hidalgo County, Texas pertaining to septic tanks and other sanitary facilities; and

Rogelio Flores , Jr.

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 1st day of ~~July~~ August, 2013, by Rogelio Flores , Jr.



Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Rogelio Flores , Jr.
4420 E. 17 1/2 Mile
Edinburg, Texas 78542

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

T.J. Arredondo
Director of Planning

Precinct 1 2 3 4

Application No: 1-2251

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Veronica Leos

Address: 305 Santa Maria Ave Weslaco Tx 78596

Phone: 956 261-2851

Water Supplier: MUTTARY

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: UN NUEVO AMANECER LOT 9,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 6-08-04);

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

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

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

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

[illegible]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

Precinct No.1 Substation
1902 Joe Stephens Ave.
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2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

T.J. Arredondo
Director of Planning

Precinct (1) 2 3 4

Application No: 1-2251

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

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

PARTY MAKING REQUEST:

Name: Veronica Leos

Address: 305 Santa Maria Ave
Weslaco, Tx 78596

Phone: (956) 241-2851

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

LA MESA ADDITION LOT 9

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

x Veronica Leos 5-15-15
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

X Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
_____ Other (describe) permit

This part to be filled out by receiving county official:

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

6/5/15
Date

County Official

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

Warranty Deed with Vendor's Lien

Date: July 3, 2004

Grantor: JOSE C. CAPETILLO, a single man

Grantor's Mailing Address: P.O. Box 245, Progreso, TX 78579 (Hidalgo County)

Grantee: JUAN OVALLE, JR. and VERONICA LEOS

Grantee's Mailing Address: P.O. Box 936, Progreso, TX 78579, (Hidalgo County)

Consideration: Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of $12,000.00. The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Roberto A. Guerrero, trustee.

Property (including any improvements):

Lot Nine (9), UN NUEVO AMANECER SUBDIVISION, an Addition to the City of Progreso, Hidalgo County, Texas, as per map recorded in Volume 45, Page 90, Map Records of Hidalgo County, Texas, reference to which is here made for all purposes.

Subject to: Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2004, which Grantee assumes and agrees to pay, but not subsequent assessments for that and prior years due to change in land usage.

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, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

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

Jose C Capetillo
JOSE C. CAPETILLO

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me July 3, 2004, by JOSE C. CAPETILLO.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Law Office of Roberto A. Guerrero
2217 N. 23rd Street
McAllen, Texas 78501
Tel: (956) 631-1394
Fax: (956) 618-5949

AFTER RECORDING RETURN TO:

JUAN OVALLE, JR.
P.O. Box 936
Progreso, TX 78579

Chapter 232 Texas LGC Application

APPLICATION NO:
1-2251
Mar. 21, 2005

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

U0150-00-000-0009-00

[1] OWNER: OVALLE, JUAN & VERONICA LEOS
ZONE B
P.O. BOX 936
PROGRESO, TEXAS 78579
Telephone No. 565-5613

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
B-51 NEW RESIDENTIAL

[5] SIZE OF STRUCTURE: 720 Sq. Ft.

[6] USE OF BUILDING: RES. NEW CONST

[7] LEGAL DESC./NAME OF SUBDIVISION
UN NUEVO AMANECER LOT 9

LOCATION: 0 MALONE & FM 1015

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____NO

Special Conditions: No construction allowed over any easements.
FR. 25' REAR 25' SIDE 6' NO LIGHT OR WATER UNTIL SETBACKS ARE IN COMPLIANCE. 18" ABOVE CENTER LINE OF QUINTA AVE.

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$0.00**

Light [X] Water [X]

Flood Zone: MI
Panel No. /Suffix:_____ Pct: 1

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

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

[NOTICE]

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

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

* Original Application was Removed by Fed Agents back in 05. This is why there no signatures on this one. This is a print out from the system.

J0150-00-000-0009-00

Chapter 232, Texas Local Government Code

Application No. I-2251

Location Malone & FM 1015 Date 3-21 2005

Lot No. 9 Blk No.

Subdivision ~~tur~~ Un Nuevo Amanecer

Owner Juan Ovalle B-51

Contractor Self

APPROVED APPLICATION

24x30 new woodframe HME

Hidalgo County Planning Department
Note: This Must be Posted on the Structure
Not to be Removed Until Improvements are Completed

MHWSC

MAY 8, 2015

HIDALGO COUNTY HEALTH DEPT./
PLANNING AND ZONING

To Whom it May Concern:

JUAN OVALLE, JR and VERONICA LEOS, are requesting that Military Highway Water Supply Corporation inform your office that Water and Sewer services are available for Residential account for LOT NINE (09) UN NUEVO AMANECER SUBDIVISION , in Hidalgo County, Texas or plat thereof recorded in Map Records, Office of the Hidalgo County, Texas.

Water service can be provided to this property upon application and payment of the applicable fee associated with this connection. Therefore please issue a letter of clearance for this property.

Should any further information be needed regarding this matter , please do not hesitate to contact me at the address or telephone number listed below.

Sincerely,

Alex Cano

Alex Cano
Customer Service Representative
ALL LETTERS ARE GOOD FOR ONE YEAR

Military Highway Water Supply Corporation
P.O. Box 250 • Progreso, Texas 78579
Phone (956) 565-2491 • Fax (956) 565-9471

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Erick Zamora	4-11251
	COMM. COURT: June 9, 2015	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

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

Precinct 1 2 3 4

Application No: 4-11251

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Existing Septic
Date Approved:	/ /	5/20/15

Name: Erick Zamora

Address: 22612 S Kimmer rd
Elsa Tx

Phone: 956.961 8055

Water Supplier: N. Alamo Water

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

Account/ESI No.: 10032789415436528

[ ] Temporary Pole [x] Permanent Service 05-29-15

regarding the land described as: Evergreen Valley States Lot - 70 Phase III

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

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

NA A plat has been prepared;

NA A plat has been reviewed and approved by the Commissioners Court; (Date approved 03/16/07);

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

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

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

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

Planning Department Authorized Signature	Hidalgo County Judge	Date

ATTEST: _____
Hidalgo County Clerk — Date

PLANNING DEPARTMENT

County of Hidalgo

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

Precinct 1 2 3 4

Application No: 4-11251

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

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

PARTY MAKING REQUEST:

Name: Erick Zamora

Address: 22612 S Kinner rd
Elsa Tx

Phone: 956 961-8055

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

Evergreen Valley Est.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Erick Zamora — Requesting Party (Signature)

5-19-15 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

05/20/15 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 4-11251
Jan. 20, 2012

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

E8250-03-000-0070-00

[1] OWNER: ZAMORA, ERICK

6700 RIOS ST.
PHARR, TX. 78577
Telephone No. 217-1342

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

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

[5] SIZE OF STRUCTURE: 1,660 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST. #3
LOT 70

LOCATION: 0 MILE 20 & URESTI

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $28,000

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATION & SETBACKS
FRONT 50' SIDE'S 6' REAR 35' FINISH FLOOR OF ELEV.
18" FROM STREET

Alan C. Castillo — Prepared by — 1-20-12 — Date

Rudy Rios — Approved by — 1-20-12 — Date

Victor Erick Zamora — Signature of Owner or Applicant — 01-20-12 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0315 D Pct: 4
Community No.: 480334

Certification of Elevation Required: ___ YES ✓ NO ___ BFE

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

[NOTICE]

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

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

Recorded On-2012-Feb-15 As-2281204

2281204

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

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: November 29, 2011

Grantor: Evergreen Valley Inc., a Texas Corporation
Grantor's Mailing Address:
3714 S. Exp. 281
Edinburg, Texas 78542

Grantee: Erick Zamora
Grantee's Phone Number: (956) 217-1342
Grantee's Mailing Address (including county):
6700 Rios St.
Pharr, Texas 78577
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Seventy-Eight Thousand Nine Hundred Fifty and no/100's ($78,950.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Nancy Scurlock, Trustee.

Property (including any improvements):

Lot(s) 70, Evergreen Valley Estates, Phase III, as shown by the map or plat thereof recorded in Volume 52, Pages 135-144, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated October 13, 2006, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1703891. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. A lien securing a promissory note (the "Prior Note"), dated October 13, 2006, payable to the order of Sundown Developments, Ltd., a Texas Limited Partnership which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1703892. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
3. Visible and apparent easements on or across the subject property;
4. Rights of parties in possession;
5. Easements, rights-of-way, and prescriptive rights, whether of record or not;
6. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
7. Rights of adjoining owners in any walls and fences situated on a common boundary;
8. Any discrepancies, conflicts, or shortages in area or boundary lines;
9. Any encroachments or overlapping of improvements;
10. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
11. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
12. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;

E. Z.

13. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Evergreen Valley Estates, Phase III, as shown on the plat thereof, recorded in Volume 52, Pages 135-144, Map records of Hidalgo County, Texas; and

14. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same there from. If the Property is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the Property and payable under the Lease.

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

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

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

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

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

Evergreen Valley Inc., a Texas Corporation

BY: _____
Herb Scurlock III, Secretary

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 11/29/2011, by Herb Scurlock III, Secretary of Evergreen Valley Inc., a Texas Corporation, on behalf of said Texas Corporation.

_____
Notary Public, State of Texas

CYNTHIA LEE MARTINEZ
MY COMMISSION EXPIRES
June 3, 2014

AFTER RECORDING RETURN TO:
Evergreen Valley Inc.
3714 S. Exp. 281
Edinburg, Texas 78542

E. 2.

	PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	Juan A. Barboza	4-14482
	COMM. COURT: June 9, 2015	

PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

T.J. Arredondo
Director of Planning

Precinct 1 2 3 4

Application No: 4-14482

HIDALGO COUNTY
CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	& Authorized Signature	Authorized Signature
Inspection/Permit No:		Sewer NAWS
Date Approved:	/ /	5 / 29 / 15

Name: Juan A. Barbosa-Hdz
C/O Marina Martinez

Address: 2223 Rebecca
Edinburg, TX.
78540

Phone: 956-309-0223

Water Supplier: North Alamo Water

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

Account/ESI No.: 294109-001

[ ] Temporary Pole [ ] Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

TOWN Tract. Lot 7 + 15

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.

-OR-

The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.

Rodolfo Rico

Planning Department Authorized Signature | Hidalgo County Judge | Date

ATTEST: _____ | _____

Hidalgo County Clerk | Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
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2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

T.J. Arredondo
Director of Planning

Precinct 1 2 3 4

Application No: 4-14482

AFFIDAVIT
TO APPLY TO THE COUNTY OF HIDALGO
FOR CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

[Note: To be eligible, the land must not have been subdivided after September 1, 1995.]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared Juan A Barbosa,

Known to me [*or* proved to me in the oath of 18972586 *or* through tx Drivers License (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land: Towne East. Lot #15."

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [*strike through the statement below that does not apply*]

3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

Juan A. Barbosa Mtz (Signature)

SUBSCRIBED AND SWORN TO before me on May 28th, 2015, to certify which, witnesses my hand and seal of office.

NOTARY PUBLIC
STATE OF TEXAS
VIANEY BENAVIDES
My Commission Expires
October 21, 2018

Vianey Benavides
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO:
4-14482
May. 27, 2015

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

T6500-00-000-0015-00

[1] OWNER: BARBOSA, JUAN A.

2223 REBECCA
EDINBURG, TX. 78540
Telephone No. 309-0223

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOVED BUILDING
01- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 264 Sq. Ft.

[6] USE OF BUILDING: RES.HOME.ZONE-X

[7] LEGAL DESC./NAME OF SUBDIVISION
TOWNE EAST LOT 15

LOCATION: 0 TERRY & RICHARDSON

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS. FRONT 25' SIDE 6'
REAR 15'. 18"ABOVE CNTR LINE OF ST.

Prepared by _____ Date 05/27/15

_____ Approved by Date 05/14/15

Juan A. Barbosa Signature of Owner or Applicant 5-27-15 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

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

Community No.: CB25-D

Certification of Elevation
Required: ____ YES X NO ____ BFE

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

[NOTICE]

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

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

Charge to: VLTC
GF# 136958

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.

GENERAL WARRANTY DEED

Date: February 13, 2014

Grantor: ROEL TREVINO

Grantor's Mailing Address:

1401 W. Polk
Pharr, Texas 78577
Hidalgo County

Grantee: JUAN ANTONIO BARBOSA

Grantee's Mailing Address:

P.O. Box 1444
Edinburg, Texas 78540
Hidalgo County

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration.

Property (including any improvements):

All of Lot 15, TOWNE EAST SUBDIVISION UNIT 1, Hidalgo County, Texas, according to the map recorded in Volume 20, Page 29, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

Restrictive covenants as set out instrument recorded in Volume 1541, Page 261, Deed Records of Hidalgo County, Texas, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Statutory easements, rules regulations and rights in favor of Hidalgo County Irrigation District No. 1.

Ten (10) foot utility easement across the rear as shown on the map of Towne East Subdivision Unit No. 1, recorded in Volume 20, Page 29, Map Records of Hidalgo County, Texas.

Water Service Agreement in favor of North Alamo Water Supply Corporation as shown by instrument dated April 21, 1978, recorded in Volume 1575, Page 369, Deed Records of Hidalgo County, Texas.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, by and between Don Borah and wife, as Lessor, and Union Producing Company, as Lessee, dated May 18, 1951, recorded in Volume 116, Page 378, Oil and Gas Records of Hidalgo County, Texas.

Terms, stipulations and conditions as disclosed by Certificate of Resolution and Order of Hidalgo County Irrigation District No. 1, dated April 11, 2000, filed April 12, 2000 under Document Number 863152, Official Records of Hidalgo County, Texas.

Mineral and/or royalty reservation contained in deed dated January 5, 1956, recorded in Volume 181, Page 27, Oil and Gas Records of Hidalgo County, Texas.

Any portion of the property described herein within the limits or boundaries of any public roadway and/or highway.

Doc-2404038

Standby fees, taxes and assessments by any taxing authority for the 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, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS", "WHERE IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

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

ROEL TREVINO

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on February 13, 2014, by ROEL TREVINO.

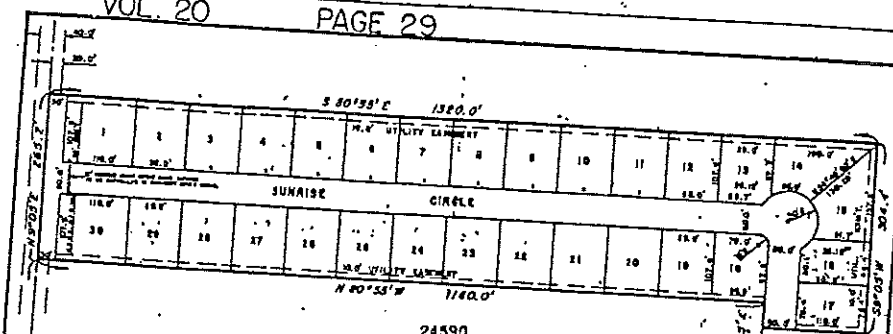
RICHARD A. CANTU NOTARY PUBLIC STATE OF TEXAS EXPIRES 2-24-2016

Notary Public, State of Texas
My commission expires: 2-24-16

PREPARED IN THE OFFICE OF:
LAW OFFICE OF RICHARD A. CANTU, P. C.
P. O. Box 6149
McAllen, TX 78502
File/GF No.: 7123-13/130958vltc

AFTER RECORDING RETURN TO:
LAW OFFICE OF RICHARD A. CANTU, P. C.
P. O. Box 6149
McAllen, TX 78502

VOL. 20 PAGE 29



24590

MAP OF

TOWNE EAST SUBDIVISION
UNIT 1

HIDALGO COUNTY, TEXAS

BEING A SUBDIVISION OF 8.18 ACRES
OUT OF SOUTH 30.0 ACRES OF LOT 13, SECTION 249,
TEXAS-MEXICAN RAILWAY COMPANY SURVEY,
HIDALGO COUNTY, TEXAS

Accepted for Record 10:30 A.M.
of the map records of Hidalgo
County, Texas
Carlos L. Morales
County Surveyor

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PUBLIC SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

CHARLES L. MILLER
REGISTERED PUBLIC SURVEYOR
EDINBURG, TEXAS
JULY 5, 1977 JOB NO. 77040

STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:
THAT I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE "TOWNE EAST SUBDIVISION UNIT 1" OF THE CITY OF EDINBURG, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

CITY OF EDINBURG, OWNER

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED [illegible] DOWNING, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 10th DAY OF August, A.D., 1977.

NOTARY PUBLIC IN AND FOR
HIDALGO COUNTY, TEXAS

THIS PLAT APPROVED BY HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1, THIS THE 29th DAY OF July, A.D., 1977.

PRESIDENT

ATTEST:

APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
By
Date 8-11-77

FILED FOR RECORD THIS DATE
AUG 11 1977

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 15th day of Aug. A.D. 19 77
SANTOS SALDANA, County Clerk
Hidalgo County, Texas
By Deputy

	PLANNING DEPT. PCTS 3 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	JORGE A. GARCIA	3-15706/4-6-15
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
	COMM. COURT: JUNE 9, 2015	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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

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

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

T.J. Arredondo
Director of Planning

Precinct 1 2 (3) 4

Application No: 3-15704
4/6/15

HIDALGO COUNTY
CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Upon the application of:

Name: Jorge A. Garcia

Address: 3601 Tanner Ct
Mission TX
78574

Phone: 954-533-8910

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		50199-A378
Date Approved:	/ /	5/27/15

Water Supplier: Shary land

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

Account/ESI No.: 100327894 -

[ ] Temporary Pole [ ] Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

La Homa Trace Lot 102

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.

-OR-

The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.

Sandra Cantu 6/2/15
Planning Department Authorized Signature

_____ Hidalgo County Judge

_____ Date

ATTEST: _____ Hidalgo County Clerk

_____ Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7045
956-205-7049

T.J. Arredondo
Director of Planning

Precinct 1 2 (3) 4

Application No: 3-15706
4/6/15

AFFIDAVIT
TO APPLY TO THE COUNTY OF HIDALGO
FOR CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

[Note: To be eligible, the land must not have been subdivided after September 1, 1995.]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared Jorge A. Garcia,

Known to me [*or* proved to me in the oath of Texas Driver Licens *or* through TXDL# 24482311 (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land: La Homa Truck Lot 102."

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [*strike through the statement below that does not apply*]

3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

_____ (Signature)

SUBSCRIBED AND SWORN TO before me on June 02, 2015, to certify which, witnesses my hand and seal of office.

ROSA ELVA GARCIA
Notary Public, State of Texas
My Commission Expires
March 06, 2017

Rosa E. Garcia
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

GIFT DEED

2597614

Grantors: Laura P. Garcia

Grantor's Mailing Address (Including County)

3009 Flores Rd.
Mission, Texas 78574
Hidalgo County

Grantee: Jorge A. Garcia

Grantee's Mailing Address:

400 Citrus Loop
Palmview, Texas 78574
Hidalgo County

Consideration: For the love and affection Grantors have and bear unto Jorge A. Garcia

Property: (Including any improvements)

Being a 0.6090 of one acre tract of land, more or less, out of Lot 102, La Homa Trace Subdivision, Hidalgo County, Texas more particularly described my metes and bounds attached here to as "Exhibit A".

Reservations from and exceptions to Conveyance and Warranty:

1. Easements rights-of-way, and prescriptive rights whether of record or not;
2. All recorded restrictions, reservations, covenants, conditions, oil and gas leases;
3. Rights of adjoining owners in any walls and fences situated on a common boundary;
4. Any discrepancies, conflicts, or shortages on are or boundary lines;
5. Any encroachments or overlapping of improvements;
6. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishments, maintenance, and operation of any Water Improvements District, Irrigation District, or other applicable governmental district, agency or authority;
7. Subsequent assessments for taxes and assessments for the current year and prior years due to change in land usage, ownership, or both.

Grantors, for the consideration, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belongings, to have and to hold the Property to Grantee, Grantee's heirs, executors, administrators, successors, and assign forever. Grantors binds Grantors and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same of any part thereof forever, except as to the reservation from, and exceptions to conveyance and warranty herein contained.

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

No title examination was requested in connection with the preparation of this document, or was any made. The preparer expresses no opinion on title to this property.

Laura P. Garcia

Laura P. Garcia

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on this 26 day of March 2015 by Laura P. Garcia

Rosa E. Elva

Notary Public

ROSA ELVA GARCIA
Notary Public, State of Texas
My Commission Expires
March 06, 2017

After Recording Return to:
Jorge A. Garcia
400 Citrus Loop
Palmview, Texas 78574

Prepared By:
GG Notary & Tax Preparation
4606 N. Moorefield Rd Ste E & F
Mission, Texas 78573

Chapter 232 Texas LGC Application

APPLICATION NO:
3-15706
Apr. 6, 2015

COUNTY OF HIDALGO
PLANNING DEPARTMENT
PO DRAWER B EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

L1170-00-000-0102-00

[1] OWNER: GARCIA, JORGE A
3601 TANNER CT

MISSION, TX 78574
Telephone No. 537-6036

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

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

[5] SIZE OF STRUCTURE: 957 Sq. Ft.

[6] USE OF BUILDING: NEW RES ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
LA HOMA TRACE LOT 102 -AMENDED
X-25

LOCATION: 0 LA HOMA RD & 107

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $15,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AND SETBACKS.
FRONT 25' SIDES 10' REAR 15'
18 INCHES ABOVE NATURAL GROUND.

Prepared by — Date: 4/6/15

Approved by — Date: 3/30/15

Signature of Owner or Applicant — Date: 4/4/15

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0290D Pct: 3

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

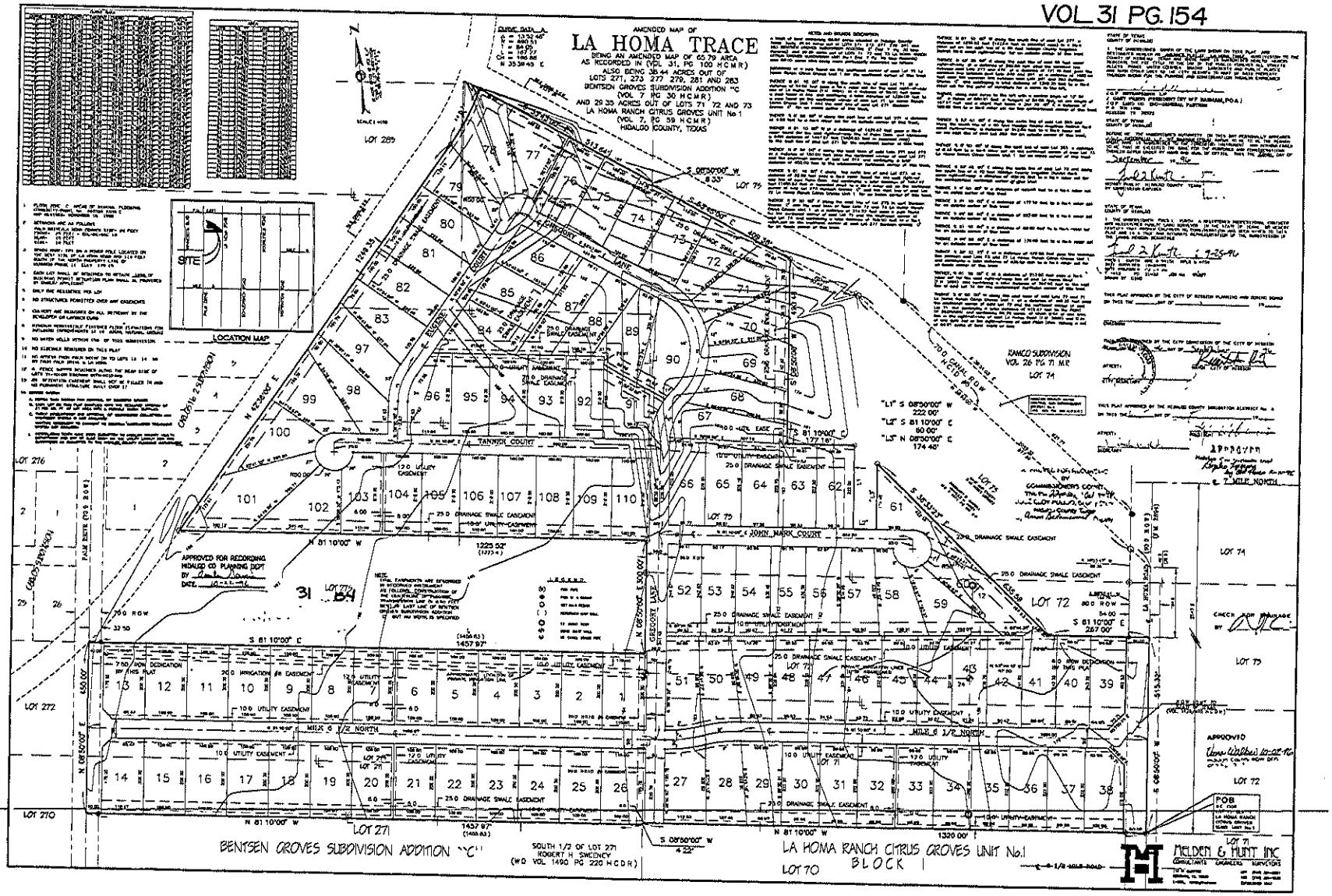
A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved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

[NOTICE]

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

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

VOL 31 PG. 154


AMENDED MAP OF
LA HOMA TRACE
BEING AN AMENDED MAP OF 65.79 ACRS
AS RECORDED IN (VOL. 31, PG. 100 H.C.M.R.)
ALSO BEING 38.44 ACRES OUT OF
LOTS 271, 273, 277, 279, 281 AND 283
BENTSEN GROVES SUBDIVISION ADDITION "C"
(VOL. 7 PG. 30 H.C.M.R.)
AND 29.35 ACRES OUT OF LOTS 71, 72 AND 73
LA HOMA RANCH CITRUS GROVES UNIT No. 1
(VOL. 7, PG. 59 H.C.M.R.)
HIDALGO COUNTY, TEXAS
LOCATION MAP
SITE
TANNIN COURT
JOHN MARK COURT
GREGORY LANE
MILE 6 1/2 NORTH
APPROVED FOR RECORDING
HIDALGO CO. PLANNING DEPT
BY
DATE
31 84
BENTSEN GROVES SUBDIVISION ADDITION "C"
SOUTH 1/2 OF LOT 271
ROBERT H. SWEENEY
(WD VOL 1490 PG 220 H.C.D.R.)
LA HOMA RANCH CITRUS GROVES UNIT No.1
BLOCK 1
MELDEN & HUNT INC
CONSULTANTS ENGINEERS SURVEYORS

AI-49872 **County Treasurer** **6. A.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Norma Garcia, TREASURER'S OFFICE

Submitted By: Fred Zamarripa, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

Approval of Hidalgo County Monthly Investment Reports for January, February, March & April 2015

BACKGROUND

Fiscal Impact

Attachments

January 2015
February 2015
March 2015
April 2015

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	05/28/2015 08:31 AM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM

Form Started By: Fred Zamarripa Started On: 05/27/2015 04:52 PM

Final Approval Date: 06/05/2015

County of Hidalgo, Texas
Monthly Investment Report
For the month ending January 31, 2015

This report is made in accordance with provisions of Government Code 2256, The Public Funds Investment Act, which requires quarterly reporting of investment transactions for county funds to the Commissioners' Court. The investments held in Hidalgo County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.

Cash Availability

Cash balances are monitored with Lone Star National Bank on a daily basis, in which available cash is determined for investments to be made by 9:30 a.m. of the next working day.

Summary

The total interest income earned for the month ending January 31, 2015 - **$ 42,977.89**

January	42,977.89
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	
Grand Total	$ 42,977.89

Norma G. Garcia, CIO
Hidalgo County Treasurer

County of Hidalgo, Texas
Office of the County Treasurer
Summary Report on Investments
For the month ending January 31, 2015

	FUND	BOOK VALUE	MARKET VALUE
Ending Values			
	General	123,000,000.00	123,036,460.67
	Special Revenue	25,800,000.00	25,802,297.12
	Debt Service	4,421,000.00	4,421,393.59
	Capital Projects	34,484,970.00	34,488,040.20
	Proprietary	-	-
	Tax Office	5,919,629.65	5,920,021.92
Total Ending Values		193,625,599.65	193,668,213.50
Beginning Values			
	General	90,000,000.00	90,033,570.13
	Special Revenue	25,800,000.00	25,802,083.94
	Debt Service	4,421,000.00	4,421,357.12
	Capital Projects	35,484,970.00	35,486,669.48
	Proprietary	-	-
	Tax Office	5,296,507.08	5,296,852.66
Total Beginning Values		161,002,477.08	161,040,533.33
Change in Values			
	General	33,000,000.00	33,002,890.54
	Special Revenue	-	213.18
	Debt Service	-	36.47
	Capital Projects	(1,000,000.00)	(998,629.28)
	Proprietary	-	-
	Tax Office	623,122.57	623,169.26
Total Change in Values		32,623,122.57	32,627,680.17

Weighted Average Maturity in Days	155.31
Interest Income Earned this Month	42,977.89
Overall Yield of Portfolio	0.31%
Interest Received this Month	364.04
Accrued Interest at the End of Month	42,613.85

County of Hidalgo, Texas
Office of the County Treasurer
Schedule of Interest Reported
For the month ending January 31, 2015

Investments	January '15	February '15	March '15	April '15	May '15	June '15
Accrued interest for month	42,613.85					
Interest received (within month investments)	20.02					
Interest received (previous month investments)	34.93					
Total interest income earned for month	42,668.80	-	-	-	-	-

	July '15	August '15	September '15	October '15	November '15	December '15
Accrued interest for month						
Interest received (within month investments)						
Interest received (previous month investments)						
Total interest income earned for month	-	-	-	-	-	-

County of Hidalgo, Texas
Office of the County Treasurer
Interest Bearing Checking Accounts at First National Bank
For the month ending January 31, 2015

Date Received	Fund	Bank	Month	Interest Rate	Interest Earned
01/31/15	Special Revenue	Lone Star National Bank	January 2015	0.05%	309.09
			Total for the month		309.09
	Total Interest				**309.09**

County of Hidalgo, Texas
Office of the County Treasurer
Financial Investment Report
For the month ending January 31, 2015

1/31/2015

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Term	Days in Term	Days till Mat.	Par	WAM	Interest Rate *	Accrued Int in mth	Yield *	Book Value	Market Value *	Institution
Pool	Capital Project	- - -	TXT00459696	01/15/14	02/01/15	382	382	1	6,500,000.00	6,500,000.00	0.11%	578.54	7,483.01	6,500,000.00	6,500,578.54	Texas CLASS
Pool	Capital Project	- - -	TXT01480860	12/17/14	02/01/15	46	46	1	27,984,970.00	27,984,970.00	0.11%	2,491.66	3,879.56	27,984,970.00	27,987,461.66	Texas CLASS
Pool	Debt Service	- - -	TXT01172054	09/05/14	02/01/15	149	149	1	3,814,000.00	3,814,000.00	0.11%	339.50	1,712.64	3,814,000.00	3,814,339.50	Texas CLASS
Pool	Debt Service	- - -	TXT01356335	11/05/14	02/01/15	88	88	1	607,000.00	607,000.00	0.11%	54.09	160.98	607,000.00	607,054.09	Texas CLASS
Pool	General Fund	1100	TXT01502189	12/26/14	02/01/15	37	37	1	15,000,000.00	15,000,000.00	0.11%	1,335.47	1,672.60	15,000,000.00	15,001,335.47	Texas CLASS
Pool	General Fund	1100	TXT01537229	01/07/15	02/01/15	25	25	1	21,000,000.00	21,000,000.00	0.11%	1,512.56	1,582.19	21,000,000.00	21,001,512.56	Texas CLASS
Pool	General Fund	1100	TXT01581200	01/22/15	02/01/15	10	10	1	12,000,000.00	12,000,000.00	0.11%	345.50	361.64	12,000,000.00	12,000,345.50	Texas CLASS
CD	General Fund	1100	45211565	11/20/13	11/20/15	730	438	293	5,000,000.00	1,465,000,000.00	0.55%	2,335.62	55,000.00	5,000,000.00	5,002,335.62	Lone Star National
CD	General Fund	1100	45211569	11/20/13	11/20/15	730	438	293	5,000,000.00	1,465,000,000.00	0.55%	2,335.62	55,000.00	5,000,000.00	5,002,335.62	Lone Star National
CD	General Fund	1100	45211570	11/20/13	11/20/15	730	438	293	5,000,000.00	1,465,000,000.00	0.55%	2,335.62	55,000.00	5,000,000.00	5,002,335.62	Lone Star National
CD	General Fund	1100	45211571	11/20/13	11/20/15	730	438	293	5,000,000.00	1,465,000,000.00	0.55%	2,335.62	55,000.00	5,000,000.00	5,002,335.62	Lone Star National
CD	General Fund	1100	45211572	11/20/13	11/20/15	730	438	293	5,000,000.00	1,465,000,000.00	0.55%	2,335.62	55,000.00	5,000,000.00	5,002,335.62	Lone Star National
CD	General Fund	1100	45211573	11/20/13	11/20/15	730	438	293	5,000,000.00	1,465,000,000.00	0.55%	2,335.62	55,000.00	5,000,000.00	5,002,335.62	Lone Star National
CD	General Fund	1100	45211574	11/20/13	11/20/15	730	438	293	5,000,000.00	1,465,000,000.00	0.55%	2,335.62	55,000.00	5,000,000.00	5,002,335.62	Lone Star National
CD	General Fund	1100	45211575	11/20/13	11/20/15	730	438	293	5,000,000.00	1,465,000,000.00	0.55%	2,335.62	55,000.00	5,000,000.00	5,002,335.62	Lone Star National
CD	General Fund	1100	45211576	11/20/13	11/20/15	730	438	293	5,000,000.00	1,465,000,000.00	0.55%	2,335.62	55,000.00	5,000,000.00	5,002,335.62	Lone Star National
CD	General Fund	1100	45213562	11/20/14	11/21/16	732	73	660	5,000,000.00	3,300,000,000.00	0.65%	2,760.27	65,178.08	5,000,000.00	5,002,760.27	Lone Star National
CD	General Fund	1100	45213564	11/20/14	11/21/16	732	73	660	5,000,000.00	3,300,000,000.00	0.65%	2,760.27	65,178.08	5,000,000.00	5,002,760.27	Lone Star National
CD	General Fund	1100	45213565	11/20/14	11/21/16	732	73	660	5,000,000.00	3,300,000,000.00	0.65%	2,760.27	65,178.08	5,000,000.00	5,002,760.27	Lone Star National
CD	General Fund	1100	45213566	11/20/14	11/21/16	732	73	660	5,000,000.00	3,300,000,000.00	0.65%	2,760.27	65,178.08	5,000,000.00	5,002,760.27	Lone Star National
CD	General Fund	1100	45213843	01/21/15	01/20/16	364	11	354	5,000,000.00	1,770,000,000.00	0.40%	602.74	19,945.21	5,000,000.00	5,000,602.74	Lone Star National
CD	General Fund	1100	45213844	01/21/15	01/20/16	364	11	354	5,000,000.00	1,770,000,000.00	0.40%	602.74	19,945.21	5,000,000.00	5,000,602.74	Lone Star National
Pool	Motor Vehicle	1100	TXT01532996	01/06/15	01/31/15	25	26	0	333,151.52	-	0.11%	24.97	25.10	333,151.52	333,176.49	Texas CLASS
Pool	Motor Vehicle	1100	TXT01537230	01/07/15	02/04/15	28	25	4	154,829.57	619,318.28	0.11%	11.18	13.07	154,829.57	154,840.75	Texas CLASS
Pool	Motor Vehicle	1100	TXT01559113	01/14/15	02/11/15	28	18	11	586,307.34	6,449,380.74	0.11%	30.43	49.47	586,307.34	586,337.77	Texas CLASS
Pool	Motor Vehicle	1100	TXT01576934	01/21/15	02/18/15	28	11	18	598,522.10	10,773,397.80	0.11%	18.92	50.51	598,522.10	598,541.02	Texas CLASS
Pool	Motor Vehicle	1100	TXT01598939	01/28/15	02/25/15	28	4	25	521,819.12	13,045,478.00	0.11%	6.00	44.03	521,819.12	521,825.12	Texas CLASS
Pool	Special Revenue	- - -	TXT01167872	09/04/14	02/01/15	150	150	1	25,800,000.00	25,800,000.00	0.11%	2,297.12	11,663.01	25,800,000.00	25,802,297.12	Texas CLASS
Pool	Special Inventory	1246	TXT00833910	05/19/14	02/01/15	258	258	1	725,000.00	725,000.00	0.11%	64.60	563.71	725,000.00	725,064.60	Texas CLASS
Pool	Special Inventory	1246	TXT01012623	07/16/14	02/01/15	200	200	1	1,300,000.00	1,300,000.00	0.11%	115.92	783.56	1,300,000.00	1,300,115.92	Texas CLASS
Pool	Special Inventory	1246	TXT01150512	08/29/14	02/01/15	156	156	1	400,000.00	400,000.00	0.11%	35.54	188.05	400,000.00	400,035.54	Texas CLASS
Pool	Special Inventory	1246	TXT01356336	11/05/14	02/01/15	88	88	1	900,000.00	900,000.00	0.11%	80.11	238.68	900,000.00	900,080.11	Texas CLASS
Pool	Special Inventory	1246	TXT01598916	01/28/15	02/01/15	4	4	1	400,000.00	400,000.00	0.11%	4.60	4.82	400,000.00	400,004.60	Texas CLASS
	TOTALS								193,625,599.65	30,072,318,544.82		42,613.85	826,079.40	193,625,599.65	193,668,213.50	

* (Average) with pools, investment rates change daily
- - - indicates more than one account number for that fund

Avg. yield	WAM
0.31%	155.31

County of Hidalgo, Texas
Monthly Investment Report
For the month ending February 28, 2015

This report is made in accordance with provisions of Government Code 2256, The Public Funds Investment Act, which requires quarterly reporting of investment transactions for county funds to the Commissioners' Court. The investments held in Hidalgo County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.

Cash Availability

Cash balances are monitored with Lone Star National Bank on a daily basis, in which available cash is determined for investments to be made by 9:30 a.m. of the next working day.

Summary

The total interest income earned for the month ending February 28, 2015 - **$ 44,696.62**

January	42,977.89
February	44,696.62
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	
Grand Total	$ 87,674.51

Norma G. Garcia, CIO
Hidalgo County Treasurer

County of Hidalgo, Texas
Office of the County Treasurer
Summary Report on Investments
For the month ending February 28, 2015

	FUND	BOOK VALUE	MARKET VALUE
Ending Values			
	General	177,000,000.00	177,038,863.98
	Special Revenue	25,800,000.00	25,802,095.62
	Debt Service	2,514,000.00	2,514,197.73
	Capital Projects	34,484,970.00	34,487,771.07
	Proprietary	-	-
	Tax Office	3,240,979.85	3,241,117.22
Total Ending Values		243,039,949.85	243,084,045.62
Beginning Values			
	General	123,000,000.00	123,036,460.67
	Special Revenue	25,800,000.00	25,802,297.12
	Debt Service	4,421,000.00	4,421,393.59
	Capital Projects	34,484,970.00	34,488,040.20
	Proprietary	-	-
	Tax Office	5,919,629.65	5,920,021.92
Total Beginning Values		193,625,599.65	193,668,213.50
Change in Values			
	General	54,000,000.00	54,002,403.31
	Special Revenue	-	(201.50)
	Debt Service	(1,907,000.00)	(1,907,195.86)
	Capital Projects	-	(269.13)
	Proprietary	-	-
	Tax Office	(2,678,649.80)	(2,678,904.70)
Total Change in Values		49,414,350.20	49,415,832.12

Weighted Average Maturity in Days	115.36
Interest Income Earned this Month	44,696.62
Overall Yield of Portfolio	0.35%
Interest Received this Month	600.85
Accrued Interest at the End of Month	44,095.77

County of Hidalgo, Texas
Office of the County Treasurer
Schedule of Interest Reported
For the month ending February 28, 2015

Investments	January '15	February '15	March '15	April '15	May '15	June '15
Accrued interest for month	42,613.85	44,095.77				
Interest received (within month investments)	20.02	-				
Interest received (previous month investments)	34.93	377.90				
Total interest income earned for month	42,668.80	44,473.67	-	-	-	-

	July '15	August '15	September '15	October '15	November '15	December '15
Accrued interest for month						
Interest received (within month investments)						
Interest received (previous month investments)						
Total interest income earned for month	-	-	-	-	-	-

County of Hidalgo, Texas
Office of the County Treasurer
Interest Bearing Checking Accounts at First National Bank
For the month ending February 28, 2015

Date Received	Fund	Bank	Month	Interest Rate	Interest Earned
02/28/15	Special Revenue	Lone Star National Bank	February 2015	0.04%	222.95
			Total for the month		222.95
	Total Interest				**222.95**

County of Hidalgo, Texas
Office of the County Treasurer
Financial Investment Report
For the month ending February 28, 2015

2/28/2015

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Term	Days in Term	Days till Mat.	Par	WAM	Interest Rate	Accrued Int in mth	Yield	Book Value	Market Value	Institution
											*		*		*	
Pool	Capital Project	- - -	TXT00459696	01/15/14	03/01/15	410	410	1	6,500,000.00	6,500,000.00	0.11%	527.99	8,031.51	6,500,000.00	6,500,527.99	Texas CLASS
Pool	Capital Project	- - -	TXT01480860	12/17/14	03/01/15	74	74	1	27,984,970.00	27,984,970.00	0.11%	2,273.08	6,241.03	27,984,970.00	27,987,243.08	Texas CLASS
Pool	Debt Service	- - -	TXT01172054	09/05/14	03/01/15	177	177	1	2,514,000.00	2,514,000.00	0.11%	197.73	1,341.03	2,514,000.00	2,514,197.73	Texas CLASS
Pool	General Fund	1100	TXT01502189	12/26/14	03/01/15	65	65	1	15,000,000.00	15,000,000.00	0.11%	1,218.37	2,938.36	15,000,000.00	15,001,218.37	Texas CLASS
Pool	General Fund	1100	TXT01537229	01/07/15	03/01/15	53	53	1	21,000,000.00	21,000,000.00	0.11%	1,705.83	3,354.25	21,000,000.00	21,001,705.83	Texas CLASS
Pool	General Fund	1100	TXT01581200	01/22/15	03/01/15	38	38	1	12,000,000.00	12,000,000.00	0.11%	974.62	1,374.25	12,000,000.00	12,000,974.62	Texas CLASS
Pool	General Fund	1100	1125197	02/05/15	03/01/15	24	24	1	22,000,000.00	22,000,000.00	0.12%	1,755.20	1,735.89	22,000,000.00	22,001,755.20	Lone Star Pool
Pool	General Fund	1100	1128546	02/18/15	03/01/15	11	11	1	32,000,000.00	32,000,000.00	0.12%	1,182.55	1,157.26	32,000,000.00	32,001,182.55	Lone Star Pool
CD	General Fund	1100	45211565	11/20/13	11/20/15	730	466	265	5,000,000.00	1,325,000,000.00	0.55%	2,109.59	55,000.00	5,000,000.00	5,002,109.59	Lone Star National
CD	General Fund	1100	45211569	11/20/13	11/20/15	730	466	265	5,000,000.00	1,325,000,000.00	0.55%	2,109.59	55,000.00	5,000,000.00	5,002,109.59	Lone Star National
CD	General Fund	1100	45211570	11/20/13	11/20/15	730	466	265	5,000,000.00	1,325,000,000.00	0.55%	2,109.59	55,000.00	5,000,000.00	5,002,109.59	Lone Star National
CD	General Fund	1100	45211571	11/20/13	11/20/15	730	466	265	5,000,000.00	1,325,000,000.00	0.55%	2,109.59	55,000.00	5,000,000.00	5,002,109.59	Lone Star National
CD	General Fund	1100	45211572	11/20/13	11/20/15	730	466	265	5,000,000.00	1,325,000,000.00	0.55%	2,109.59	55,000.00	5,000,000.00	5,002,109.59	Lone Star National
CD	General Fund	1100	45211573	11/20/13	11/20/15	730	466	265	5,000,000.00	1,325,000,000.00	0.55%	2,109.59	55,000.00	5,000,000.00	5,002,109.59	Lone Star National
CD	General Fund	1100	45211574	11/20/13	11/20/15	730	466	265	5,000,000.00	1,325,000,000.00	0.55%	2,109.59	55,000.00	5,000,000.00	5,002,109.59	Lone Star National
CD	General Fund	1100	45211575	11/20/13	11/20/15	730	466	265	5,000,000.00	1,325,000,000.00	0.55%	2,109.59	55,000.00	5,000,000.00	5,002,109.59	Lone Star National
CD	General Fund	1100	45211576	11/20/13	11/20/15	730	466	265	5,000,000.00	1,325,000,000.00	0.55%	2,109.59	55,000.00	5,000,000.00	5,002,109.59	Lone Star National
CD	General Fund	1100	45213562	11/20/14	11/21/16	732	101	632	5,000,000.00	3,160,000,000.00	0.65%	2,493.15	65,178.08	5,000,000.00	5,002,493.15	Lone Star National
CD	General Fund	1100	45213564	11/20/14	11/21/16	732	101	632	5,000,000.00	3,160,000,000.00	0.65%	2,493.15	65,178.08	5,000,000.00	5,002,493.15	Lone Star National
CD	General Fund	1100	45213565	11/20/14	11/21/16	732	101	632	5,000,000.00	3,160,000,000.00	0.65%	2,493.15	65,178.08	5,000,000.00	5,002,493.15	Lone Star National
CD	General Fund	1100	45213566	11/20/14	11/21/16	732	101	632	5,000,000.00	3,160,000,000.00	0.65%	2,493.15	65,178.08	5,000,000.00	5,002,493.15	Lone Star National
CD	General Fund	1100	45213843	01/21/15	01/20/16	364	39	326	5,000,000.00	1,630,000,000.00	0.40%	1,534.25	19,945.21	5,000,000.00	5,001,534.25	Lone Star National
CD	General Fund	1100	45213844	01/21/15	01/20/16	364	39	326	5,000,000.00	1,630,000,000.00	0.40%	1,534.25	19,945.21	5,000,000.00	5,001,534.25	Lone Star National
Pool	Motor Vehicle	1100	TXT01625051	02/04/15	03/04/15	28	25	4	715,475.07	2,861,900.28	0.11%	51.91	60.37	715,475.07	715,526.98	Texas CLASS
Pool	Motor Vehicle	1100	TXT01647200	02/11/15	03/11/15	28	18	11	937,999.88	10,317,998.68	0.11%	49.19	79.15	937,999.88	938,049.07	Texas CLASS
Pool	Motor Vehicle	1100	TXT01665295	02/18/15	03/18/15	28	11	18	846,168.41	15,231,031.38	0.11%	27.31	71.40	846,168.41	846,195.72	Texas CLASS
Pool	Motor Vehicle	1100	TXT01687411	02/25/15	03/25/15	28	4	25	741,336.49	18,533,412.25	0.11%	8.96	62.56	741,336.49	741,345.45	Texas CLASS
Pool	Special Revenue	- - -	TXT01167872	09/04/14	03/01/15	178	178	1	25,800,000.00	25,800,000.00	0.11%	2,095.62	13,840.11	25,800,000.00	25,802,095.62	Texas CLASS
	TOTALS								243,039,949.85	28,036,743,312.59		44,095.77	835,889.90	243,039,949.85	243,084,045.62	

* (Average) with pools, investment rates change daily
- - - indicates more than one account number for that fund

Avg. yield
0.35%

WAM
115.36

County of Hidalgo, Texas
Monthly Investment Report
For the month ending March 31, 2015

This report is made in accordance with provisions of Government Code 2256, The Public Funds Investment Act, which requires quarterly reporting of investment transactions for county funds to the Commissioners' Court. The investments held in Hidalgo County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.

Cash Availability

Cash balances are monitored with Lone Star National Bank on a daily basis, in which available cash is determined for investments to be made by 9:30 a.m. of the next working day.

Summary

The total interest income earned for the month ending March 31, 2015 - **$ 53,523.73**

January	42,977.89
February	44,696.62
March	53,523.73
April	
May	
June	
July	
August	
September	
October	
November	
December	
Grand Total	$ 141,198.24

Norma G. Garcia, CIO
Hidalgo County Treasurer

County of Hidalgo, Texas
Office of the County Treasurer
Summary Report on Investments
For the month ending March 31, 2015

	FUND	BOOK VALUE	MARKET VALUE
Ending Values			
	General	177,000,000.00	177,046,200.34
	Special Revenue	25,800,000.00	25,802,679.73
	Debt Service	2,514,000.00	2,514,252.81
	Capital Projects	33,484,970.00	33,488,447.93
	Proprietary	-	-
	Tax Office	4,291,422.97	4,291,679.93
Total Ending Values		243,090,392.97	243,143,260.74
Beginning Values			
	General	177,000,000.00	177,038,863.98
	Special Revenue	25,800,000.00	25,802,095.62
	Debt Service	2,514,000.00	2,514,197.73
	Capital Projects	34,484,970.00	34,487,771.07
	Proprietary	-	-
	Tax Office	3,240,979.85	3,241,117.22
Total Beginning Values		243,039,949.85	243,084,045.62
Change in Values			
	General	-	7,336.36
	Special Revenue	-	584.11
	Debt Service	-	55.08
	Capital Projects	(1,000,000.00)	(999,323.14)
	Proprietary	-	-
	Tax Office	1,050,443.12	1,050,562.71
Total Change in Values		50,443.12	59,215.12

Weighted Average Maturity in Days	105.77
Interest Income Earned this Month	53,523.73
Overall Yield of Portfolio	0.35%
Interest Received this Month	655.96
Accrued Interest at the End of Month	52,867.77

County of Hidalgo, Texas
Office of the County Treasurer
Schedule of Interest Reported
For the month ending March 31, 2015

Investments	January '15	February '15	March '15	April '15	May '15	June '15
Accrued interest for month	42,613.85	44,095.77	52,867.77			
Interest received (within month investments)	20.02	-	-			
Interest received (previous month investments)	34.93	377.90	158.31			
Total interest income earned for month	42,668.80	44,473.67	53,026.08	-	-	-

	July '15	August '15	September '15	October '15	November '15	December '15
Accrued interest for month						
Interest received (within month investments)						
Interest received (previous month investments)						
Total interest income earned for month	-	-	-	-	-	-

County of Hidalgo, Texas
Office of the County Treasurer
Interest Bearing Checking Accounts at First National Bank
For the month ending March 31, 2015

Date Received	Fund	Bank	Month	Interest Rate	Interest Earned
03/31/15	Special Revenue	Lone Star National Bank	March 2015	0.04%	497.65
			Total for the month		497.65
	Total Interest				**497.65**

County of Hidalgo, Texas
Office of the County Treasurer
Financial Investment Report
For the month ending March 31, 2015

3/31/2015

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Term	Days in Term	Days till Mat.	Par	WAM	Interest Rate	Accrued Int in mth	Yield	Book Value	Market Value	Institution
											*		*		*	
Pool	Capital Project	- - -	TXT00459696	01/15/14	04/01/15	441	441	1	5,500,000.00	5,500,000.00	0.11%	571.24	7,309.73	5,500,000.00	5,500,571.24	Texas CLASS
Pool	Capital Project	- - -	TXT01480860	12/17/14	04/01/15	105	105	1	27,984,970.00	27,984,970.00	0.11%	2,906.69	8,855.52	27,984,970.00	27,987,876.69	Texas CLASS
Pool	Debt Service	- - -	TXT01172054	09/05/14	04/01/15	208	208	1	2,514,000.00	2,514,000.00	0.11%	252.81	1,575.90	2,514,000.00	2,514,252.81	Texas CLASS
Pool	General Fund	1100	TXT01502189	12/26/14	04/01/15	96	96	1	15,000,000.00	15,000,000.00	0.12%	1,558.00	4,734.25	15,000,000.00	15,001,558.00	Texas CLASS
Pool	General Fund	1100	TXT01537229	01/07/15	04/01/15	84	84	1	21,000,000.00	21,000,000.00	0.12%	2,181.21	5,799.45	21,000,000.00	21,002,181.21	Texas CLASS
Pool	General Fund	1100	TXT01581200	01/22/15	04/01/15	69	69	1	12,000,000.00	12,000,000.00	0.12%	1,201.77	2,722.19	12,000,000.00	12,001,201.77	Texas CLASS
Pool	General Fund	1100	1125197	02/05/15	04/01/15	55	55	1	22,000,000.00	22,000,000.00	0.12%	2,363.15	3,978.08	22,000,000.00	22,002,363.15	Lone Star Pool
Pool	General Fund	1100	1128546	02/18/15	04/01/15	42	42	1	32,000,000.00	32,000,000.00	0.12%	3,437.29	4,418.63	32,000,000.00	32,003,437.29	Lone Star Pool
CD	General Fund	1100	45211565	11/20/13	11/20/15	730	497	234	5,000,000.00	1,170,000,000.00	0.55%	2,335.62	55,000.00	5,000,000.00	5,002,335.62	Lone Star National
CD	General Fund	1100	45211569	11/20/13	11/20/15	730	497	234	5,000,000.00	1,170,000,000.00	0.55%	2,335.62	55,000.00	5,000,000.00	5,002,335.62	Lone Star National
CD	General Fund	1100	45211570	11/20/13	11/20/15	730	497	234	5,000,000.00	1,170,000,000.00	0.55%	2,335.62	55,000.00	5,000,000.00	5,002,335.62	Lone Star National
CD	General Fund	1100	45211571	11/20/13	11/20/15	730	497	234	5,000,000.00	1,170,000,000.00	0.55%	2,335.62	55,000.00	5,000,000.00	5,002,335.62	Lone Star National
CD	General Fund	1100	45211572	11/20/13	11/20/15	730	497	234	5,000,000.00	1,170,000,000.00	0.55%	2,335.62	55,000.00	5,000,000.00	5,002,335.62	Lone Star National
CD	General Fund	1100	45211573	11/20/13	11/20/15	730	497	234	5,000,000.00	1,170,000,000.00	0.55%	2,335.62	55,000.00	5,000,000.00	5,002,335.62	Lone Star National
CD	General Fund	1100	45211574	11/20/13	11/20/15	730	497	234	5,000,000.00	1,170,000,000.00	0.55%	2,335.62	55,000.00	5,000,000.00	5,002,335.62	Lone Star National
CD	General Fund	1100	45211575	11/20/13	11/20/15	730	497	234	5,000,000.00	1,170,000,000.00	0.55%	2,335.62	55,000.00	5,000,000.00	5,002,335.62	Lone Star National
CD	General Fund	1100	45211576	11/20/13	11/20/15	730	497	234	5,000,000.00	1,170,000,000.00	0.55%	2,335.62	55,000.00	5,000,000.00	5,002,335.62	Lone Star National
CD	General Fund	1100	45213562	11/20/14	11/21/16	732	132	601	5,000,000.00	3,005,000,000.00	0.65%	2,760.27	65,178.08	5,000,000.00	5,002,760.27	Lone Star National
CD	General Fund	1100	45213564	11/20/14	11/21/16	732	132	601	5,000,000.00	3,005,000,000.00	0.65%	2,760.27	65,178.08	5,000,000.00	5,002,760.27	Lone Star National
CD	General Fund	1100	45213565	11/20/14	11/21/16	732	132	601	5,000,000.00	3,005,000,000.00	0.65%	2,760.27	65,178.08	5,000,000.00	5,002,760.27	Lone Star National
CD	General Fund	1100	45213566	11/20/14	11/21/16	732	132	601	5,000,000.00	3,005,000,000.00	0.65%	2,760.27	65,178.08	5,000,000.00	5,002,760.27	Lone Star National
CD	General Fund	1100	45213843	01/21/15	01/20/16	364	70	295	5,000,000.00	1,475,000,000.00	0.40%	1,698.63	19,945.21	5,000,000.00	5,001,698.63	Lone Star National
CD	General Fund	1100	45213844	01/21/15	01/20/16	364	70	295	5,000,000.00	1,475,000,000.00	0.40%	1,698.63	19,945.21	5,000,000.00	5,001,698.63	Lone Star National
Pool	Motor Vehicle	1100	TXT01713799	03/03/15	04/01/15	29	29	1	1,077,737.62	1,077,737.62	0.12%	101.94	102.75	1,077,737.62	1,077,839.56	Texas CLASS
Pool	Motor Vehicle	1100	TXT01740591	03/12/15	04/08/15	27	20	8	1,205,133.44	9,641,067.52	0.12%	83.34	106.98	1,205,133.44	1,205,216.78	Texas CLASS
Pool	Motor Vehicle	1100	TXT01763133	03/19/15	04/15/15	27	13	15	981,941.71	14,729,125.65	0.12%	45.01	87.16	981,941.71	981,986.72	Texas CLASS
Pool	Motor Vehicle	1100	TXT01781352	03/25/15	04/22/15	28	7	22	1,026,610.20	22,585,424.40	0.12%	26.67	94.50	1,026,610.20	1,026,636.87	Texas CLASS
Pool	Special Revenue	- - -	TXT01167872	09/04/14	04/01/15	209	209	1	25,800,000.00	25,800,000.00	0.12%	2,679.73	17,727.78	25,800,000.00	25,802,679.73	Texas CLASS
	TOTALS								243,090,392.97	25,711,832,325.19		52,867.77	853,115.67	243,090,392.97	243,143,260.74	

* (Average) with pools, investment rates change daily
- - - indicates more than one account number for that fund

Avg. yield	WAM
0.35%	105.77

County of Hidalgo, Texas
Monthly Investment Report
For the month ending April 30, 2015

This report is made in accordance with provisions of Government Code 2256, The Public Funds Investment Act, which requires quarterly reporting of investment transactions for county funds to the Commissioners' Court. The investments held in Hidalgo County's portfolio comply with the Public Funds Investment Act and with the County's investment policy and strategies.

Cash Availability

Cash balances are monitored with Lone Star National Bank on a daily basis, in which available cash is determined for investments to be made by 9:30 a.m. of the next working day.

Summary

The total interest income earned for the month ending April 30, 2015 - **$ 52,963.16**

January	42,977.89
February	44,696.62
March	53,523.73
April	52,963.16
May	
June	
July	
August	
September	
October	
November	
December	
Grand Total	$ 194,161.40

Norma G. Garcia, CIO
Hidalgo County Treasurer

County of Hidalgo, Texas
Office of the County Treasurer
Summary Report on Investments
For the month ending April 30, 2015

	FUND	BOOK VALUE	MARKET VALUE
Ending Values			
	General	155,000,000.00	155,043,068.20
	Special Revenue	25,800,000.00	25,802,879.80
	Debt Service	16,256,000.00	16,257,015.50
	Capital Projects	33,484,970.00	33,488,596.00
	Proprietary	-	-
	Tax Office	4,032,019.79	4,032,259.15
Total Ending Values		234,572,989.79	234,623,818.65
Beginning Values			
	General	177,000,000.00	177,046,200.34
	Special Revenue	25,800,000.00	25,802,679.73
	Debt Service	2,514,000.00	2,514,252.81
	Capital Projects	33,484,970.00	33,488,447.93
	Proprietary	-	-
	Tax Office	4,291,422.97	4,291,679.93
Total Beginning Values		243,090,392.97	243,143,260.74
Change in Values			
	General	(22,000,000.00)	(22,003,132.14)
	Special Revenue	-	200.07
	Debt Service	13,742,000.00	13,742,762.69
	Capital Projects	-	148.07
	Proprietary	-	-
	Tax Office	(259,403.18)	(259,420.78)
Total Change in Values		(8,517,403.18)	(8,519,442.09)

Weighted Average Maturity in Days	99.68
Interest Income Earned this Month	52,963.16
Overall Yield of Portfolio	0.34%
Interest Received this Month	2,134.30
Accrued Interest at the End of Month	50,828.86

County of Hidalgo, Texas
Office of the County Treasurer
Schedule of Interest Reported
For the month ending April 30, 2015

Investments	January '15	February '15	March '15	April '15	May '15	June '15
Accrued interest for month	42,613.85	44,095.77	52,867.77	50,828.86		
Interest received (within month investments)	20.02	-	-	119.80		
Interest received (previous month investments)	34.93	377.90	158.31	1,246.13		
Total interest income earned for month	42,668.80	44,473.67	53,026.08	52,194.79	-	-

	July '15	August '15	September '15	October '15	November '15	December '15
Accrued interest for month						
Interest received (within month investments)						
Interest received (previous month investments)						
Total interest income earned for month	-	-	-	-	-	-

County of Hidalgo, Texas
Office of the County Treasurer
Interest Bearing Checking Accounts at First National Bank
For the month ending April 30, 2015

Date Received	Fund	Bank	Month	Interest Rate	Interest Earned
04/30/15	Special Revenue	Lone Star National Bank	April 2015	0.04%	768.37
			Total for the month		768.37
	Total Interest				**768.37**

County of Hidalgo, Texas
Office of the County Treasurer
Financial Investment Report
For the month ending April 30, 2015

4/30/2015

Type	Fund Name	Fund #	Investment Number	Purchase Date	Maturity Date	Term	Days in Term	Days till Mat.	Par	WAM	Interest Rate *	Accrued Int in mth	Yield *	Book Value	Market Value *	Institution
Pool	Capital Project	- - -	TXT00459696	01/15/14	05/01/15	471	471	1	5,500,000.00	5,500,000.00	0.12%	613.92	8,516.71	5,500,000.00	5,500,613.92	Texas CLASS
Pool	Capital Project	- - -	TXT01480860	12/17/14	05/01/15	135	135	1	27,984,970.00	27,984,970.00	0.12%	3,012.08	12,420.73	27,984,970.00	27,987,982.08	Texas CLASS
Pool	Debt Service	- - -	TXT01172054	09/05/14	05/01/15	238	238	1	2,514,000.00	2,514,000.00	0.12%	271.66	1,967.12	2,514,000.00	2,514,271.66	Texas CLASS
Pool	Debt Service	- - -	TXT01812954	04/03/15	05/01/15	28	28	1	6,871,000.00	6,871,000.00	0.12%	715.94	632.51	6,871,000.00	6,871,715.94	Texas CLASS
Pool	Debt Service	- - -	TXT01899670	04/30/15	05/01/15	1	1	1	6,871,000.00	6,871,000.00	0.12%	27.90	22.59	6,871,000.00	6,871,027.90	Texas CLASS
Pool	General Fund	1100	TXT01502189	12/26/14	05/01/15	126	126	1	5,000,000.00	5,000,000.00	0.12%	558.11	2,071.23	5,000,000.00	5,000,558.11	Texas CLASS
Pool	General Fund	1100	TXT01537229	01/07/15	05/01/15	114	114	1	21,000,000.00	21,000,000.00	0.12%	2,344.02	7,870.68	21,000,000.00	21,002,344.02	Texas CLASS
Pool	General Fund	1100	1125197	02/05/15	05/01/15	85	85	1	22,000,000.00	22,000,000.00	0.13%	2,383.74	6,660.27	22,000,000.00	22,002,383.74	Lone Star Pool
Pool	General Fund	1100	1128546	02/18/15	05/01/15	72	72	1	32,000,000.00	32,000,000.00	0.12%	3,467.30	7,574.79	32,000,000.00	32,003,467.30	Lone Star Pool
CD	General Fund	1100	45211565	11/20/13	11/20/15	730	527	204	5,000,000.00	1,020,000,000.00	0.55%	2,260.27	55,000.00	5,000,000.00	5,002,260.27	Lone Star National
CD	General Fund	1100	45211569	11/20/13	11/20/15	730	527	204	5,000,000.00	1,020,000,000.00	0.55%	2,260.27	55,000.00	5,000,000.00	5,002,260.27	Lone Star National
CD	General Fund	1100	45211570	11/20/13	11/20/15	730	527	204	5,000,000.00	1,020,000,000.00	0.55%	2,260.27	55,000.00	5,000,000.00	5,002,260.27	Lone Star National
CD	General Fund	1100	45211571	11/20/13	11/20/15	730	527	204	5,000,000.00	1,020,000,000.00	0.55%	2,260.27	55,000.00	5,000,000.00	5,002,260.27	Lone Star National
CD	General Fund	1100	45211572	11/20/13	11/20/15	730	527	204	5,000,000.00	1,020,000,000.00	0.55%	2,260.27	55,000.00	5,000,000.00	5,002,260.27	Lone Star National
CD	General Fund	1100	45211573	11/20/13	11/20/15	730	527	204	5,000,000.00	1,020,000,000.00	0.55%	2,260.27	55,000.00	5,000,000.00	5,002,260.27	Lone Star National
CD	General Fund	1100	45211574	11/20/13	11/20/15	730	527	204	5,000,000.00	1,020,000,000.00	0.55%	2,260.27	55,000.00	5,000,000.00	5,002,260.27	Lone Star National
CD	General Fund	1100	45211575	11/20/13	11/20/15	730	527	204	5,000,000.00	1,020,000,000.00	0.55%	2,260.27	55,000.00	5,000,000.00	5,002,260.27	Lone Star National
CD	General Fund	1100	45211576	11/20/13	11/20/15	730	527	204	5,000,000.00	1,020,000,000.00	0.55%	2,260.27	55,000.00	5,000,000.00	5,002,260.27	Lone Star National
CD	General Fund	1100	45213562	11/20/14	11/21/16	732	162	571	5,000,000.00	2,855,000,000.00	0.65%	2,671.23	65,178.08	5,000,000.00	5,002,671.23	Lone Star National
CD	General Fund	1100	45213564	11/20/14	11/21/16	732	162	571	5,000,000.00	2,855,000,000.00	0.65%	2,671.23	65,178.08	5,000,000.00	5,002,671.23	Lone Star National
CD	General Fund	1100	45213565	11/20/14	11/21/16	732	162	571	5,000,000.00	2,855,000,000.00	0.65%	2,671.23	65,178.08	5,000,000.00	5,002,671.23	Lone Star National
CD	General Fund	1100	45213566	11/20/14	11/21/16	732	162	571	5,000,000.00	2,855,000,000.00	0.65%	2,671.23	65,178.08	5,000,000.00	5,002,671.23	Lone Star National
CD	General Fund	1100	45213843	01/21/15	01/20/16	364	100	265	5,000,000.00	1,325,000,000.00	0.40%	1,643.84	19,945.21	5,000,000.00	5,001,643.84	Lone Star National
CD	General Fund	1100	45213844	01/21/15	01/20/16	364	100	265	5,000,000.00	1,325,000,000.00	0.40%	1,643.84	19,945.21	5,000,000.00	5,001,643.84	Lone Star National
Pool	Motor Vehicle	1100	TXT01826801	04/08/15	05/06/15	28	23	6	1,431,341.45	8,588,048.70	0.14%	122.53	153.72	1,431,341.45	1,431,463.98	Texas CLASS
Pool	Motor Vehicle	1100	TXT01849627	04/15/15	05/13/15	28	16	13	1,143,744.50	14,868,678.50	0.14%	68.23	122.84	1,143,744.50	1,143,812.73	Texas CLASS
Pool	Motor Vehicle	1100	TXT01576857	04/22/15	05/20/15	28	9	20	733,159.98	14,663,199.60	0.14%	21.76	78.74	733,159.98	733,181.74	Texas CLASS
Pool	Motor Vehicle	1100	TXT01895226	04/29/15	05/27/15	28	2	27	723,773.86	19,541,894.22	0.14%	5.39	77.73	723,773.86	723,779.25	Texas CLASS
Pool	Special Inventory		TXT01881313	04/24/15	05/01/15	7	7	1	825,000.00	825,000.00	0.14%	21.45	22.15	825,000.00	825,021.45	Texas CLASS
Pool	Special Revenue	- - -	TXT01167872	09/04/14	05/01/15	239	239	1	25,800,000.00	25,800,000.00	0.14%	2,879.80	23,651.18	25,800,000.00	25,802,879.80	Texas CLASS
	TOTALS								235,397,989.79	23,464,027,791.02		50,828.86	867,445.74	235,397,989.79	235,448,818.65	

* (Average) with pools, investment rates change daily
- - - indicates more than one account number for that fund

Avg. yield
0.34%

WAM
99.68

AI-49978 **Monthly Fee Reports** **7. A.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Sylvia Solis, DISTRICT ATTORNEY

Submitted By: Sylvia Solis, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

District Attorney's Office - Hot Checks Fees Report - April and May 2015

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

April Report

May Report

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	06/04/2015 08:16 AM
Obdett Calzada	Obdett Calzada	06/05/2015 09:11 AM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM

Form Started By: Sylvia Solis Started On: 06/03/2015 05:23 PM

Final Approval Date: 06/05/2015

HIDALGO COUNTY TEXAS
DISTRICT ATTORNEY PROCESSING FEES REPORT
FOR THE MONTH ENDED April 30, 2015

MONIES RECEIVED

BEGINNING RECEIPT #	102111	**ENDING RECEIPT #**	102274

TOTAL RECEIPTS FOR THIS MONTH:	164
TOTAL RECEIPTS VOIDED THIS MONTH:	4

Restitution Collected This Month	*PC Ch. 32.41 (e)*	$89,099.28
Court Costs Collected This Month	*CCP Art. 102.0071*	11,710.25
Processing Fees Collected This Month	*CCP Art. 102.007 (c)*	7,964.92
Merchant Fees Collected This Month	*BCC Ch. 3.506 (b)*	3,515.00
Overpayments/Refunds for This Month		116.23
Interest Earned on Bank Acct.	*LGC 113.021 (c)*	0.00
Total Collections for This Month		$112,405.68

DISBURSEMENTS

BEGINNING CHECK #	5204	**ENDING CHECK #**	5662

TOTAL CHECKS FOR THIS MONTH:	459
TOTAL CHECKS VOIDED THIS MONTH:	16

Restitution Disbursed This Month	$233,985.37
Court Costs Disbursed This Month	32,286.00
Processing Fees Disbursed- County Treasurer	21,391.47
Merchant Fees Disbursed This Month	8,900.00
Refunds of Overpayments to Defendants	170.46
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	362.50
Voided Checks This Month	0.00
Total Disbursements for This Month	$297,095.80

This report has been personally reviewed by me and I certify it to be true and correct to the best of my knowledge.

Hidalgo County Criminal District Attorney — Date: 5-6-15

Prepared By — Date: 5-6-15

This report is due in the Office of the County Auditor before the fifth (5th) working day of the following month (LGC§ 114.001).

County Auditor's Form RE-DA-003 Revised 07/12/07

HIDALGO COUNTY TEXAS
DISTRICT ATTORNEY PROCESSING FEES REPORT
FOR THE MONTH ENDED May 31, 2015

MONIES RECEIVED

BEGINNING RECEIPT #	102275	**ENDING RECEIPT #**	102414

TOTAL RECEIPTS FOR THIS MONTH:	140
TOTAL RECEIPTS VOIDED THIS MONTH:	1

Restitution Collected This Month *PC Ch. 32.41 (e)*	$118,584.47
Court Costs Collected This Month *CCP Art. 102.0071*	5,827.50
Processing Fees Collected This Month *CCP Art. 102.007 (c)*	6,035.16
Merchant Fees Collected This Month *BCC Ch. 3.506 (b)*	2,865.00
Overpayments/Refunds for This Month	3.14
Interest Earned on Bank Acct. *LGC 113.021 (c)*	0.00
Total Collections for This Month	$133,315.27

DISBURSEMENTS

BEGINNING CHECK #	5663	**ENDING CHECK #**	5794

TOTAL CHECKS FOR THIS MONTH:	132
TOTAL CHECKS VOIDED THIS MONTH:	1

Restitution Disbursed This Month	$121,241.63
Court Costs Disbursed This Month	5,841.25
Processing Fees Disbursed- County Treasurer	7,076.12
Merchant Fees Disbursed This Month	2,960.00
Refunds of Overpayments to Defendants	33.18
Interest Paid to General Fund	0.00
Reissue Checks Disbursed This Month	860.00
Voided Checks This Month	0.00
Total Disbursements for This Month	$138,012.18

This report has been personally reviewed by me and I certify it to be true and correct to the best of my knowledge.

Hidalgo County Criminal District Attorney — Date: 6-2-15

Prepared By — Date: 6-2-15

This report is due in the Office of the County Auditor before the fifth (5th) working day of the following month (LGC§ 114.001).

AI-49975 **Executive Office** **8. A.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 457 Plan hardship withdrawal requests for employee #148598 & employee #032603

BACKGROUND

Fiscal Impact

Attachments

forms

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	06/04/2015 08:14 AM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM

Form Started By: Monica Badillo Started On: 06/03/2015 03:45 PM

Final Approval Date: 06/05/2015

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Employee # 148598

[redacted]

Hardship Requested $ [redacted] Year-to-date deferrals [redacted]

Total amount deferred since you initially joined the plan $ None

Have you ever taken a hardship before? No If so what was the amount taken $ _____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X _____ Date 6/1/15

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- *S&A* will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 980-7133

CC 6/16/15

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Employer # 032603

[redacted]

Have you ever taken a hardship before? NO If so what was the amount taken $_____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X _____ Date 6-3-15

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 980-7133

CC 6/16/15

AI-49964 **Tax Refunds** **9. A.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted By: Sylvia Perez, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

ACCOUNT NUMBER	PAYER	AMOUNT
H2550.00.006.0010.06	HUNTER KELSEY II LLC	$3,239.35
L0400.00.008.0000.00	SOUTH TEXAS ELECTRIC COOPERATIVE INC	$5,836.43

BACKGROUND

Fiscal Impact

Attachments

ComCourt06162015(3)

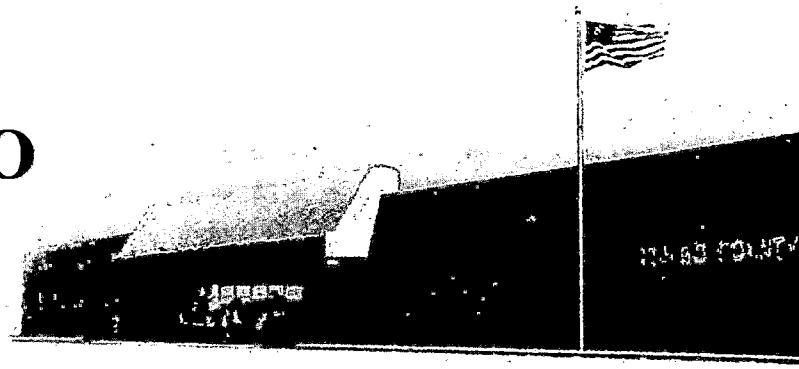
Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	06/03/2015 08:46 AM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM
Form Started By: Sylvia Perez		Started On: 06/02/2015 02:52 PM
Final Approval Date: 06/05/2015		

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

June 1, 2015

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

Our office has determined that the attached application(s) for a tax refund over $2,500.00 dollars is(are) erroneous and/or excessive. The County Auditor has also agreed with our determination. As a result, I respectfully request that the Commissioner's Court approve the enclosed application(s) for a tax refund as required by Property Tax Code Section 31.11, Refunds of Overpayments or Erroneous Payments.

When completed, please return the attached to our office. Thank you for your assistance in this matter.

Respectfully,

Pablo (Paul) Villarreal, Jr., PCC

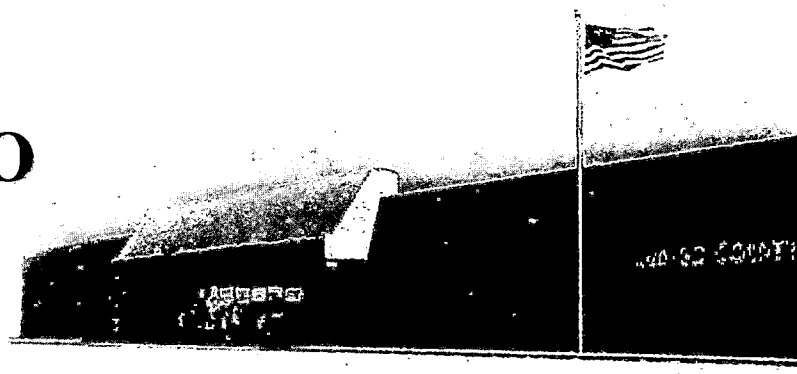
sp

Enclosure

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

ACCOUNT NUMBER	PAYER	AMOUNT
H2550.00.006.0010.06	HUNTER KELSEY II LLC	$3,239.35
L0400.00.008.0000.00	SOUTH TEXAS ELECTRIC COOPERATIVE INC	$5,836.43

PABLO (PAUL) VILLARREAL JR., PCC
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 03/06/2015

HUNTER KELSEY II LLC d
3432 GREYSTONE DR SUITE 100
TAX LIEN TRANSFER
AUSTIN , TX 78731

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-28-15
J.C 5/29/15

Account Number
H2550-00-006-0010-06 d
HCAD No. 189393 d

Legal Description of the Property
HIDALGO CANAL CO-MC 8.89 AC AN IRR TR SE COR LOT 10; 0.78 AC AN IRR TR LOT 15 & 0.52 AC AN IRR TR LOT 16 10.19 AC NET

3300 S 10TH ST
OWNER: CORRO ZSA ZSA WENDY J d

~~2014 OVERAGE AMOUNT - $3,239.35~~

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 47: MCALLEN ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name Hunter Kelsey II, LLC		Relationship to Property Owner
	Mailing Address 3432 Greystone Dr. Ste 100		Daytime Telephone Number 512-473-0220 ext 217
	City, State, Zip Code Austin, Tx 78731		
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2014 and am the party entitled to the refund.		
Step 3: Mark the reason for the refund and provide a brief explanation	✓	Overpaid the account	
		Duplicate payment	
		Paid in error (explain)	
Step 4: Provide payment information Attach copies of cancelled checks or tax office receipts	Total amount paid by this taxpayer		24835.02
	Total tax, penalty, and interest amount owed for the year		21,595.67
	Amount of refund claimed		#3239.35 d
Step 5: How should the refund be processed?		Mail to Property Owner	
	✓	Mail to Payer at address in Step 1	
		Transfer this amount to account	For tax year
		Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct		
	SIGN HERE		Date of application 4/9/15 d
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10		
AUDITORS USE ONLY:	✓ Approved	☐ Denied	By: Date: 5/29/15 d
TAX OFFICE USE ONLY:	☐ Approved	☐ Denied	By: Date: 4/22/15 JE d

This application must be completed, signed, and submitted with supporting documentation to be valid.

46v1.15 4/22

PABLO (PAUL) VILLARREAL JR., PCC
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 02/11/2015

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: RC 5-28-15

Account Number
L0400-00-008-0000-00 d
HCAD No. 206590 d

Legal Description of the Property
LA BLANCA "A" BLK 8 EXC N100'-W300' & EXC S539.1-W500' 12.91 AC

FM 493

OWNER: SOUTH TEXAS ELECTRIC COOPERATIVE INC d

SOUTH TEXAS ELECTRIC COOPERATIVE INC d
PO BOX 119
NURSERY , TX 77976-0119

2014 OVERAGE AMOUNT $5,836.43 d

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 6: EMS DIST #4, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE, 56: DONNA ISD

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name South Texas Electric Coop.	Relationship to Property Owner
	Mailing Address PO Box 119	Daytime Telephone Number 361-485-6203
	City, State, Zip Code Nursery, Tx 77976	
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2014 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	[ ] Overpaid the account	
	[X] Duplicate payment	
	[ ] Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer	
	Total tax, penalty, and interest amount owed for the year	
	Amount of refund claimed	$5836.43 d
Step 5: How should the refund be processed?	[X] Mail to Property Owner	
	[ ] Mail to Payer at address in Step 1	
	[ ] Transfer this amount to account	For tax year
	[ ] Escrow for next year 's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. Please allow 60 days from the time this application is returned to the tax office for the refund to be processed	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct	
	SIGN HERE Frances Hinojosa d	Date of application 3/19/15
	If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10	
AUDITORS USE ONLY:	[X] Approved [ ] Denied By: [signature]	Date: 5/29/15
TAX OFFICE USE ONLY:	[X] Approved [ ] Denied By: [signature] d	Date: 4/15/15 JE

This application must be completed, signed, and submitted with supporting documentation to be valid.

v1.15 4/22

AI-49852 **Tax Refunds** **9. B.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted By: Sylvia Perez, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account Number	Payer	Amount
C7883.01.000.0002.00	Target Corporation	$24,966.08
M2350.01.000.0004.00	Ryan Tax Compliances Services LLC	$9,135.61
M2360.00.000.0001.00	Target Corporation	$4,437.83
N5410.00.000.0001.00	Target Corporation	$12,869.56
S2979.00.00A.0003.00	Target Corporation	$11,471.42

BACKGROUND

Fiscal Impact

Attachments

ComCourt06162015

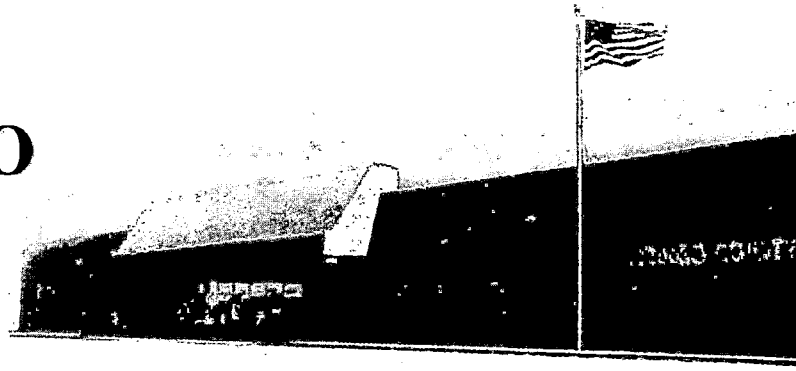
Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	05/28/2015 08:27 AM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM
Form Started By: Sylvia Perez		Started On: 05/27/2015 09:06 AM
Final Approval Date: 06/05/2015		

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

May 26, 2015

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

The Hidalgo County District Court has ordered a correction to the tax roll as allowed by Property Tax Code Section 42.43. This correction decreased the tax liability of the property owner(s). Since taxes had been previously paid, our office determined that the tax roll correction resulted in a tax refund over $2,500.00 dollars due to the taxpayer(s). The County Auditor has also agreed with our determination. As a result, I respectfully request that the Commissioner's Court approve the enclosed application(s) for a tax refund as recommended by the County Auditor.

When completed, please return the attached to our office. Thank you for your assistance in this matter.

Respectfully,

Pablo (Paul) Villarreal, Jr., PCC

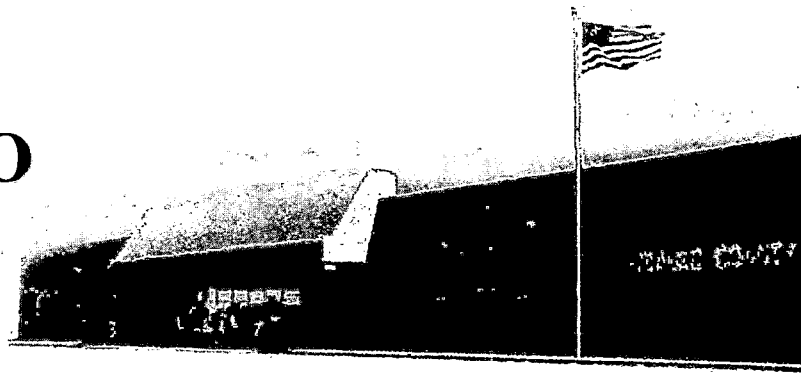
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Enclosure

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

ACCOUNT NUMBER	PAYER	AMOUNT
C7883.01.000.0002.00	TARGET CORPORATION	$24,966.08
M2350.01.000.0004.00	RYAN TAX COMPLIANCES SERVICES LLC	$9,135.61
M2360.00.000.0001.00	TARGET CORPORATION	$4,437.83
N5410.00.000.0001.00	TARGET CORPORATION	$12,869.56
S2979.00.00A.0003.00	TARGET CORPORATION	$11,471.42

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
DAYTON HUDSON CORP PD BY: TARGET CORPORATION

Present mailing address *(number and street)*
1000 NICOLLET MALL

City, town or post office, state, ZIP code
MINNEAPOLIS, MN 55403-2542

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): CONCORD PROPERTY CORP #1 LOT 2 AMENDED

Step 2: Describe the property

Address or location of property:

508864

Account number of property:
C7883.01.000.0002.00

Tax receipt number:
OR 28541987

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2014	1/30 / 15	$ 224,387.33	$ 24,966.08
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 24,966.08

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-7058-14-A

MM

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here **Signature**

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-20-15
D.C. 5-21-15

sign here — Authorized officer — Date 5/22/15

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11 Tax code)* — Date 5-11-15 JE

5/11

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
MCALLEN COMPONENTS LP PD BY: RYAN TAX COMPLIANCES SERVICES LLC

Present mailing address *(number and street)*
6200 S 42ND ST

City, town or post office, state, ZIP code
MCALLEN, TX 78503-8856

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): MCALLEN SW IND DIST#1 UNIT 1 LOTS 4 THRU 8

Step 2: Describe the property

Address or location of property:

230532

Account number of property: M2350.01.000.0004.00

Tax receipt number: OR 28517090

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2014	1/30 / 15	$ 71,682.61	$ 9,135.61
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 9,135.61

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-6814-14-B

RF150411

MM

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here **Signature**

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: GR 5-22-15
LC 5-22-15

sign here — Authorized officer — Date 5/22/15

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date 4/23/15 JE

5/11

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
TARGET CORPORATION PD BY: TARGET CORPORATION

Present mailing address *(number and street)*
PO BOX 9456

City, town or post office, state, ZIP code
MINNEAPOLIS, MN 55440-9456

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): MCALLEN TOWNE CENTER LOT 1

Step 2: Describe the property

Address or location of property:

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-20-15

704082

Account number of property:

Tax receipt number:

M2360.00.000.0001.00

OR 28541987

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2014	1/30 / 15	$ 126,925.71	$ 4,437.83
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 4,437.83

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-7058-14-A

MM

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here **Signature**

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

sign here — Authorized officer

Date 5/20/15

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Pablo (Paul) Gillam Jr.

Date 5-11-15 JE

5/11

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
TARGET CORP PD BY: TARGET CORPORATION d

Present mailing address *(number and street)*
1000 NICOLLET MALL

City, town or post office, state, ZIP code
MINNEAPOLIS, MN 55403-2542

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): NORTH MCALLEN SHOPPING CENTER LOT 1

Step 2: Describe the property

AUDITED BY: THE HIDALGC COUNTY AUDITOR'S OFFIC
DATE: RR 5-20-15

Address or location of property:

647662 d

Account number of property:

N5410.00.000.0001.00 d

Tax receipt number:

OR 28541987

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2014	1/30 / 15	$ 162,982.36	$ 12,869.56
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 12,869.56 d

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-7058-14-A

MM

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here **Signature**

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

sign here — Authorized officer

Date 5/20/15

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 5-11-15 d JE

5/11

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
TARGET CORPORATION PD BY: TARGET CORPORATION

Present mailing address *(number and street)*
1000 NICOLLET MALL

City, town or post office, state, ZIP code
MINNEAPOLIS, MN 55403-2542

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): SHARY-TAYLOR EXPRESSWAY COMMERCIAL LOT 3

Step 2: Describe the property

BLK A

Address or location of property:

707590

Account number of property:

S2979.00.00A.0003.00

Tax receipt number:

OR 28541987

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2014	1/30 / 15	$ 222,310.62	$ 11,471.42
2.		/	$	$
3.		/	$	$
4.		/	$	$
5.		/	$ TOTAL	$ 11,471.42

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER C-7058-14-A

MM

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here **Signature**

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-20-15
LC 5-20-15

sign here — Authorized official

Date 5/22/15

sign here — Collector(s) of taxing unit(s) for refund applications over *insert amount for which governing body approval is required under Section 31.11, tax code)*

Pablo (Paul) Villarreal

Date 5-11-15 SE

5/11

AI-49855 **Tax Refunds** **9. C.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted By: Sylvia Perez, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account Number	Payer	Amount
F6451.00.000.0027.00	Corelogic	$2,643.02

BACKGROUND

Fiscal Impact

Attachments

ComCourt06162015(2)

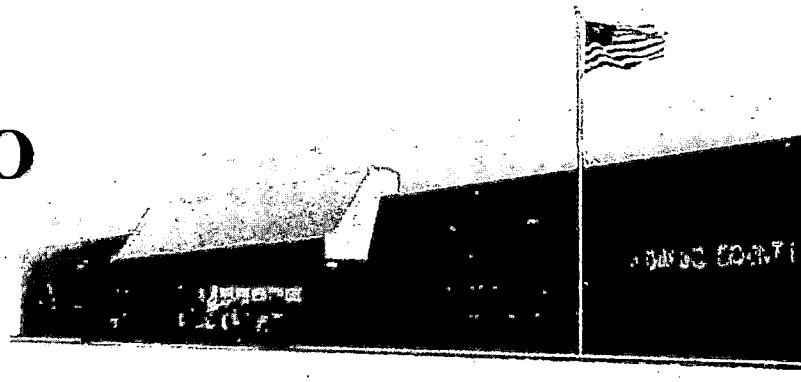
Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	05/28/2015 08:27 AM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM
Form Started By: Sylvia Perez		Started On: 05/27/2015 09:28 AM
Final Approval Date: 06/05/2015		

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

May 26, 2015

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

Our office has determined that the attached application(s) for a tax refund over $2,500.00 dollars is(are) erroneous and/or excessive. The County Auditor has also agreed with our determination. As a result, I respectfully request that the Commissioner's Court approve the enclosed application(s) for a tax refund as required by Property Tax Code Section 31.11, Refunds of Overpayments or Erroneous Payments.

When completed, please return the attached to our office. Thank you for your assistance in this matter.

Respectfully,

Pablo (Paul) Villarreal, Jr., PCC

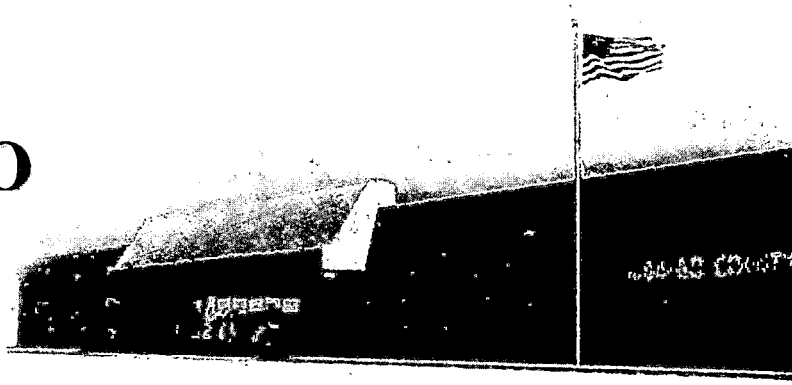
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Enclosure

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

ACCOUNT NUMBER	PAYER	AMOUNT
F6451.00.000.0027.00	CORELOGIC	$2,643.02

PABLO (PAUL) VILLARREAL JR., PCC
Hidalgo County Tax Assessor - Collector
PO BOX 178 EDINBURG, TX 78540-0178

03 115 150

Phone No.: (956) 318-2157
Fax No.: 956-318-2733

Print Date: 12/30/2014

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 5-21-15
L.C 5-21-15

CORELOGIC
1 CORELOGIC DR
MAIL CODE: 4-5
WESTLAKE , TX 76262

Account Number
F6451-00-000-0027-00
HCAD No. 676884

Legal Description of the Property
FRANCO ESTATES LOT 27

821 LUIS DR

OWNER: RODRIGUEZ LORENA A & ASHLEY M RINCON

2014 OVERAGE AMOUNT $2,643.02

1: HIDALGO COUNTY, 2: DRAINAGE DIST #1, 28: CITY OF MERCEDES, 46: MERCEDES ISD, 54: SOUTH TEXAS ISD, 55: SOUTH TEXAS COLLEGE

#1344230

APPLICATION FOR PROPERTY TAX REFUND

If you paid the taxes on this account and believe you are entitled to a refund, please complete this application, sign it, and return it with proof of payment. Applications must be submitted within three years of the date of payment or you waive the right to the refund per Section 31.11c of Texas Property Tax Code. Governing body approval is required for refunds in excess of $500. Please allow 60 days for processing.

Step 1: Identify the Payer requesting the refund if different than shown above	Name: CORELOGIC Mailing Addres: P. O. BOX 961250 City, State, Zip: FT. WORTH, TX 76161 817-699-2601	hip to Property Owner Telephone Number
Step 2: Refunds are only issued to party that paid taxes. Affirm that you are the payer.	I paid the taxes for year 2014 and am the party entitled to the refund.	
Step 3: Mark the reason for the refund and provide a brief explanation	✓ Overpaid the account Duplicate payment Paid in error (explain)	
Step 4: Provide payment information **Attach copies of cancelled checks or tax office receipts**	Total amount paid by this taxpayer Total tax, penalty, and interest amount owed for the year Amount of refund claimed	
Step 5: How should the refund be processed?	✓ Mail to Property Owner Mail to Payer at address in Step 1 Transfer this amount to account — For tax year Escrow for next year's taxes	
Step 6: Sign the application form. Unsigned applications will not be processed. **Please allow 60 days from the time this application is returned to the tax office for the refund to be processed**	By completing and signing this form I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct. SIGN HERE — Date of application: 3/19/15 **If you make a false statement on this application you could be found guilty of a Class A Misdemeanor or a state jail felony under Texas Penal Code Section 37.10**	
AUDITORS USE ONLY:	☑ Approved ☐ Denied By: [signature] Date: 5/22/15	
TAX OFFICE USE ONLY:	☑ Approved ☐ Denied By: [signature] Date: 4/15/15 JE	

This application must be completed, signed, and submitted with supporting documentation to be valid.

4/20

v1.15

AI-49968 **Membership Dues** **10. A.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

County Auditor:

Requesting approval to pay membership dues to the Association of Certified Fraud Examiners (ACFE) in the amount of $175.00 (Requisition #278162) for Maria Arcilia Duran, CPA, Director of Audit Division, with the authority for the County Treasurer to issue a check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

The Association of Certified Fraud Examiners' purpose is to reduce the incidence of fraud and white-collar crime and to assist the membership in fraud detection and deterrence (1) by providing bona fide qualifications for Certified Fraud Examiners through the administration of the CFE Examinations; (2) by setting high standards for admission, including demonstrated competence through mandatory continuing professional education; (3) requiring Certified Fraud Examiners to adhere to a strict code of professional conduct and ethics; (4) by serving the international representative for Certified Fraud Examiners to business, government, and academic institutions; and, (5) by providing leadership to inspire public confidence in the integrity, objectivity, and professionalism of Certified Fraud Examiners.

Fiscal Impact

Attachments

affidavit
invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/05/2015 04:25 PM

Auditor's Office	Monica Badillo	06/05/2015 04:46 PM
Form Started By: Maria Medina		Started On: 06/03/2015 11:02 AM
Final Approval Date: 06/05/2015		

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, MARIA ARCILIA DURAN, CPA, do hereby state that membership in the Association of Certified Fraud Examiners, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☒ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Maria Arcilia Duran DATE: 6/3/15
TITLE: DIRECTOR OF AUDIT DIVISION

Before me MARIA D. MEDINA, a Notary Public, appeared MARIA ARCILIA DURAN, CPA, and on his/**her** oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S E A L)

MARIA D. MEDINA
Notary Public, State of Texas
My Commission Expires
MARCH 11, 2017

Maria D. Medina
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

ACFE
Association of Certified Fraud Examiners

ASSOCIATION OF CERTIFIED FRAUD EXAMINERS
Global Headquarters • The Gregor Building
716 West Ave • Austin, TX 78701-2727 • USA
Tel: (800) 245-3321 / +1 (512) 478-9000 • Fax: +1 (512) 478-9297
Email: info@ACFE.com • Web: ACFE.com

RECEIVED BY
COUNTY AUDITOR

Mrs. Maria Arcilia Duran, CPA
Hidalgo County Auditor's Office
2808 S US Highway 281
Edinburg, TX 78539-6243

2015 JUN 5 PM 4 14 630258

INVOICE #: 1188393
INV DATE: 5/1/2015
TAX ID: 74-2524096
DUE DATE: 8/1/2015

Qty	Description	Qty	Price	Discount	Return/Credit	Ext Price
1	Associate Annual Dues	1	$175.00	$0.00	$0.00	$175.00

Subtotal:	**$175.00**
Invoice Total:	**$175.00**
Payment/Credit:	**$0.00**
Balance Due:	**$175.00**

5 -1100-415-21-170-001-0 810
INVOICE RECEIVED BY:
[signature] ON 6-5-15
GOODS/SERVICES RECEIVED BY:
BO 6/5/15 - Mbrship Dues
[signature] ON 2015-2016

WE ARE NOT A MEMBER OF NOR DO WE CONTRIBUTE TO ANY POLITICAL ACTION COMMITTEE

PLEASE RETURN THIS PORTION WITH PAYMENT

INVOICE #: 1188393

Mrs. Maria Arcilia Duran, CPA

630258

Balance Due: $175.00

ALL CREDIT CARD TRANSACTIONS WILL BE PROCESSED IN U.S. FUNDS

INVOICED AND PAYABLE IN U.S. FUNDS

Circle Payment Method: Visa Mastercard American Express Diners Discover Check

Amount Enclosed: _____

Name As Appears On Card: _____ Card Number: _____

Authorized Signature: _____ Exp Date: _____

MAIL TO:

Association of Certified Fraud Examiners
The Gregor Building
716 West Ave
Austin, TX 78701

AI-49976 **Membership Dues** **10. B.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

County Commissioners (1100):
Approval to pay Hidalgo County membership dues with authority for County Treasurer to issue check once auditing procedures are completed by County Auditor for the following:

Vendor	Year	Amount	Acct.#	Req. #
Rio Grande Valley Partnership	2015	$ 8,620.00	5-1100-413-30-125-004-0-810	278238

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-413-30-125-004-0-810

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

BUDGETARY IMPACT:

Funds available as of 6-4-15, pending approval of req. 278238.

Attachments

invoice and affidavit

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	06/04/2015 08:15 AM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM
Form Started By: Monica Badillo		Started On: 06/03/2015 04:20 PM
Final Approval Date: 06/05/2015		

Rio Grande Valley Partnership
P.O. Box 1499
Weslaco, TX 78599

Invoice

Date	P.O. No.	Invoice #
3/30/2015		MTF1501

Bill To
Roberto Villarreal **Hidalgo County Judge's Office** **302 W. University Dr.** **Edinburg, TX 78539**

Terms
Net 30

Description	Amount
2015 I-69 Annual Dues	8,620.00
The Rio Grande Valley Chamber of Commerce, Inc. is a recognized 501(c)(6) organization. Payment of membership dues is deductible for most chamber members as an ordinary and necessary business expense. Contributions or gifts to the chamber are not deductible as charitable contributions for federal income tax purposes.	

Total **$8,620.00**

Please make checks payable to Rio Grande Valley Partnership.
If you have any questions concerning this invoice, please call
Sandra De Los Santos at (956) 968-3141.

5-1100-413-30-125-004-0-810

Reg. #

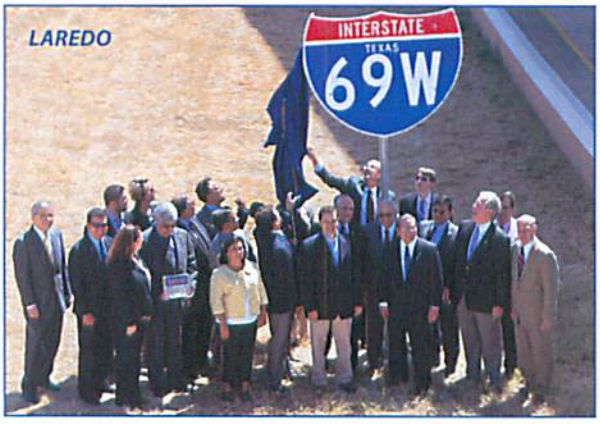
V #18679 1

CC 6/16/15

Alliance for I-69 Texas

2015 Interstate Highway Progress Report







Don Rudman - 2015

I-69 Now A Reality in Nine Counties

- Interstate 69 in Texas is being developed as a series of incremental upgrades to existing highways - US 59, US 77, US 281 and US 84. Efforts are underway to make SH 44 a system connector in South Texas.
- 188 miles of the Interstate 69 system route in Texas have now been designated as part of the national Interstate Highway System and signed with red, white and blue interstate shields. The following segments have been designated:
  - 7.8 Miles (US 77/I-69E) - Nueces County (1.6 miles awaiting final FHWA approval)
  - 35 Miles (US 59/I-69) - Harris and Montgomery Counties
  - 28 Miles (US 59/I-69) - Harris and Fort Bend Counties
  - 3.5 Miles (US 59/I-369) - Texarkana south from I-30
  - 53.3 Miles (US 77/I-69E) - Raymondville to Rio Grande
  - 46.8 Miles (US 83/I-2 connector) - Harlingen to Palmview
  - 18 Miles (US 281/I-69C) - Edinburg to Pharr, Hidalgo County (4.5 miles awaiting final FHWA approval)
  - 1.4 Miles (US 59/I-69W) - Laredo, Webb County

More Interstate 69 On The Way

Additional miles of the I-69 route are already at or near interstate highway standard and the Alliance for I-69 Texas has urged that they be considered for addition to the Interstate Highway System. This includes 11.3 miles of US 59 between Loop 610 North and Loop 610 West in Houston which are under federal review and will receive interstate designation soon.

$1.18 Billion in Funded Projects

In the past few years TxDOT has dedicated a total of more than $1.18 billion to the I-69 projects funding program. Some of these projects are in environmental review while others are under construction or were recently completed. Others will be let to construction within a few years. More than a dozen upgrade projects are currently underway along the I-69 route. Many of these projects are focused on providing safety upgrades including elimination of busy crossovers and intersections.

The Alliance for I-69 Texas

Established in 1994, the Alliance for I-69 Texas has consistently been successful in advocating to advance the development of I-69 on a system route that stretches from Texarkana on the north to Houston and then south to Victoria, Corpus Christi and international border crossings in Cameron, Hidalgo and Webb Counties. The Alliance is a non-profit made up of local governments, economic development groups, port authorities and private sector associate members. More than one-third of the Texas population lives in the 35 counties along the I-69 route.

Congress established I-69 as a high priority corridor in 1991 and it remains a federal priority. Local and state support for I-69 development is at an all-time high as the pace of tangible progress quickens. Milestone federal legislation supported by the Alliance and passed in 2012 removed a requirement that completed highway segments must be connected to an existing interstate highway before they could be added to the Interstate Highway System. Initiatives supported by the Alliance have facilitated the development of I-69 through Prop. 12 and Prop. 14 bonds, Transportation Reinvestment Zones, expedited environmental review processes, Prop. 1 passed in 2014 and a grassroots process for helping TxDOT set upgrade project priorities.

I-69 Alliance State and Federal Work Program for 2015

In 2014 the Alliance for I-69 Texas joined other Texas transportation advocates in building support for the Prop 1 which will provide an estimated $1.7 billion per year for highways starting in 2015. This new funding will make up about a quarter of the coming shortfall in the State Highway Fund due to declining buying power of existing revenue sources dedicated to highways and the end of borrowing programs that have sustained construction for a decade.. Significant additional funding for highways will be needed.

Alliance 2015 State Objectives:

1. Ensure that I-69 projects remain a high priority for the Texas Transportation Commission and TxDOT leadership.
2. Work with the TxDOT planners, the I-69 Corridor Advisory Committee and I-69 Segment Committees to implement citizen planning priorities.
3. Work with the District Engineers to avoid roadblocks or delays to completion of I-69 projects that have received funding.
4. Work with TxDOT Director of Planning and District Offices to identify priority projects that are NOT funded and get them construction ready to go when TxDOT gains additional funding.
5. Work with transportation allies such as the Transportation Advocates of Texas (TAoT) to develop statewide support for passage of new sustainable transportation funding in the 2015 legislative session.



6. Monitor the work of the standing legislative transportation committees and assist lawmakers by showing Alliance support for initiatives that will contribute to I-69 development.
7. Support Alliance members as they work with local governments, TxDOT and private sector firms to plan, finance and construct projects along the I-69 system routes.

FEDERAL ADVOCACY

The Alliance has been actively working to advance I-69 at the federal level for two decades. The Alliance was instrumental in helping organize an eight-state Interstate 69 Congressional Caucus. Local leaders from five states along the I-69 corridor participated in an I-69 DC Fly-In in April.

Alliance 2015 Federal Objectives:

1. Work with members of the Texas congressional delegation and House and Senate transportation policy committees to gain approval for a new highway reauthorization bill that includes increased and sustainable funding.
2. Engage, energize and equip Texas' Congressional delegation to strongly advocate for I-69 in Congress.
3. Work to expand the I-69 Congressional Caucus to inform the members of Congress of the value of I-69 and the project's funding and policy.
4. Continue to work to encourage USDOT and the Congress to include I-69 in National Freight Network and Projects of National and Regional Significance designations and funding.
5. Work in coordination with TxDOT to protect issues of priority for the Alliance and protect policy gains achieved in MAP-21 extension including funding flexibility and the National Freight Program. It should seek to expand funding in passage of a 4 or 6 year bill.
6. Seek to include three new provisions in federal legislation:
   - Designation of SH 44 from Freer to Corpus Christi as future I-69;
   - Amendment allowing flexibility in interstate designations in rural areas;
   - Amendment to allow transition time for weight restrictions on highway upgrades to interstates and grandfather clauses where applicable.
7. Work with TxDOT, AASHTO and FHWA to expand mileage eligible for I-69 designation.

Alliance for I-69 Texas Board Members - 2015

NORTHEAST
James Carlow,* County Judge, Bowie County
Charles Thomas,* Carthage Economic Improvement Corp.
Hugh Taylor, County Judge, Harrison County
Ed Smith, Mayor of Marshall
David Anderson, Former County Judge, Panola County
Linda Ryan Thomas, Chair, NET RMA

EAST
Wes Suiter,* County Judge, Angelina County
Mike Perry, County Judge, Nacogdoches County
Sydney Brown Murphy, County Judge, Polk County
Jim Jeffers, Nacogdoches City Manager
Allison Harbison, County Judge, Shelby County
Thad Chambers, City of Lufkin Economic Development

NORTH CENTRAL
Janiece Longoria,* Chairman, Port of Houston Authority
Alliance Vice Chair
Annise Parker, Mayor of Houston
Jay Knight, County Judge, Liberty County
Doug Pitcock, Williams Brothers Construction Co.
Bob Harvey, President & CEO, Greater Houston Partnership

CENTRAL
Billie Jones,* Wharton Chamber of Commerce
Marvin Holub, Mayor of East Bernard
Domingo Montalvo, Mayor of Wharton
Vincent Morales, Mayor of Rosenberg
David Schroeder, Wharton Economic Development Council
Jeff Wiley, Greater Fort Bend Economic Development Council

COASTAL BEND
Loyd Neal,* County Judge, Nueces County
Alliance Board Chairman
Judy Hawley,* Chairman, Port of Corpus Christi Authority
Terry Simpson, County Judge, San Patricio County
Nelda Martinez, Mayor of Corpus Christi
Rudy Madrid, County Judge, Kleberg County
Representative, Corpus Christi MPO

EAST SPUR – SOUTH TEXAS
David Garza,* County Commissioner, Cameron County
Alliance Secretary /Treasurer
Julian Alvarez,* CEO, Rio Grande Valley Partnership
Alan Johnson, Chairman, Port of Harlingen Authority
Ramon Garcia, County Judge, Hidalgo County
Aurelio Guerra, County Judge, Willacy County
Alex Meade, Mission Economic Development Corp.
Teclo Garcia, City of McAllen
Sergio Contreras, City of Pharr

WEST SPUR – SOUTH TEXAS
Gerry Schwebel,* International Bank of Commerce, Laredo
Tano Tijerina, County Judge, Webb County
Pat Calhoun, County Judge, Goliad County
Pete Saenz, Mayor of Laredo
David Silva, County Judge, Bee County
Jennifer Stastny, Port of Victoria

Regional Mobility Authorities
Pete Sepulveda, Executive Director, Cameron County RMA
Pilar Rodriguez, Executive Director, Hidalgo County RMA

Ex-Officio Members
Louis Bronaugh, Helen Walker,
Robert Eckels, John Thompson
(Former Alliance Board Chairs)
Michael Behrens, Amadeo Saenz
(Former TxDOT Executive Directors)

** Executive Committee Member*

For Additional Alliance Information Contact: Jennifer Shepard, Alliance Executive Director - (703) 580-4416; Jennifer@jgshepard.com

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Ramon Garcia, do hereby state that membership in the RIO GRANDE VALLEY PARTNERSHIP, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

To obtain statutorily required continuing professional education.

To obtain continuing education necessary to maintain a license or certification.

☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:

- Publications
- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that _____ is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: _____
TITLE: County Judge

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

(S E A L)

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

AI-49776 **Membership Dues** **10. C.**

CC CONSENT

Meeting Date: 06/09/2015

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

Department: FIRE MARSHAL'S DEPT.

Information

CAPTION

Fire Marshal (1100):
Approval to pay membership dues to South Texas Fire Investigators Association in the total amount of $350.00 for the following seven individuals: Juan Martinez, Tommy Ureste, Eric Sanchez, Victor Ramirez, John D. Franz, Medardo Villarreal & Kyle Pulley; with authority for County Treasurer to issue payment after reviewing and auditing procedures are completed by County Auditor. (Req. 277278)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-422-10-300-001-0-xxx

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

BUDGETARY IMPACT:

Funds available through requisition #277278.

Attachments

STFIA Membership

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	05/27/2015 09:07 AM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM
Form Started By: Elizabeth Castro		Started On: 05/18/2015 02:07 PM
Final Approval Date: 06/05/2015		

RECEIVED
MAY 12 2015
Hidalgo County
Fire Marshal's Office

SOUTH TEXAS FIRE INVESTIGATORS ASSOCIATION – R.G.V, INC.

P.O. BOX 534114

HARLINGEN, TX 78553

President: Liza Aguirre, Alamo F.D. • Vice-President: Joseph J. Hernandez, Alamo F.D. •
Secretary/Treasurer: William Adair, Harlingen F.D. • Past President: Sergio Diaz, Edinburg F.D.

INVOICE

Agency: Hidalgo County Fire Marshal's Office
Attention: Juan Martinez
Address: 1124 N. "M" Rd.
City, State, Zip: Edinburg, TX 78542

Invoice No.: 007
Date: May 11, 2015
Phone No: 956-318-2656

2015 MEMBERSHIP DUES

Active Membership at $50.00 per Member

NAME	DESCRIPTION	UNIT PRICE	LINE TOTAL
Juan Martinez	Active Membership	$ 50.00	$ 50.00
Tommy Ureste	Active Membership	$ 50.00	$ 50.00
Eric Sanchez	Active Membership	$ 50.00	$ 50.00
Victor Ramirez	Active Membership	$ 50.00	$ 50.00
Medardo Villarreal	Active Membership	$ 50.00	$ 50.00
J.D. Franz	Active Membership	$ 50.00	$ 50.00
Kyle Pulley	Active Membership	$ 50.00	$ 50.00

Total amount due: $ 350.00

Please make appropriate changes to your invoice to reflect new incoming members or delete members who are no longer with the association.

Please send payment to:

South Texas Fire Investigators Association – RGV, Inc.
P.O. Box 534114
Harlingen, Texas 78553
Make checks payable to: South Texas Fire Investigators Association – RGV, Inc. Thank you!

Requisition

Req # 00277278

PO #

Date: 05/18/15

Bill To: x
x

Vendor : 294012
SOUTH TEXAS FIRE INVESTIGATORS ASSOC
3510 E. GRIMES
HARLINGEN TX 78550

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
		Approved by CC on 06/02/2015 Agenda Item: AI-49776 DO NOT DUPLICATE ORDER		
7.00	EACH	2015 ANNUAL SOUTH TEXAS FIRE INVESTIGATORS ASSOCIATION MEMBERSHIPS DUES FOR THE FOLLOWING: OM JUAN MARTINEZ, FIRE MARSHAL OM TOMMY URESTE, CHIEF DEPUTY FIRE MARSHAL OM ERIC SANCHEZ, DEPUTY FIRE MARSHAL OM VICTOR RAMIREZ, DEPUTY FIRE MARSHAL OM MEDARDO VILLARREAL, FIRE INSPECTOR OM J.D. FRANZ, DEPUTY FIRE MARSHAL OM KYLE PULLEY, FIRE INSPECTOR	50.00	350.00
		Account No ____ ____ ____ ____	Encumbrance	
			Freight	.00
			Total	350.00
		MAKE CHECKS PAYABLE TO: SOUTH TEXAS FIRE INVESTIGATORS ASSOCIATION SEND CHECK TO: SOUTH TEXAS FIRE INVESTIGATORS ASSOCIATION ATTN: WILLIAM ADAIR, TREASURER PO BOX 534114 HARLINGEN, TX 78553 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Tommy Ureste, do hereby state that membership in the South Texas Fire Investigators Association- R.G.V., Inc., and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☒ To obtain statutorily required continuing professional education.
☒ To obtain continuing education necessary to maintain a license or certification.
☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:

- Publications
- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that South Texas Fire Investigators Association- R.G.V., Inc., is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 5-18-15
TITLE: Chief Deputy Fire Marshal

Before me Elizabeth Sweet Castro, a Notary Public, appeared Tommy Ureste, and on his oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ELIZABETH SWEET CASTRO
MY COMMISSION EXPIRES
September 28, 2016

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

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Eric Sanchez, do hereby state that membership in the South Texas Fire Investigators Association- R.G.V., Inc., and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☒ To obtain statutorily required continuing professional education.
☒ To obtain continuing education necessary to maintain a license or certification.
☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:

- Publications
- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that South Texas Fire Investigators Association- R.G.V., Inc., is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 05.19.15
TITLE: Deputy Fire Marshal

Before me Elizabeth Sweet Castro, a Notary Public, appeared Eric Sanchez, and on his oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ELIZABETH SWEET CASTRO
MY COMMISSION EXPIRES
September 28, 2016

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

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Victor Ramirez, do hereby state that membership in the South Texas Fire Investigators Association- R.G.V., Inc., and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☒ To obtain statutorily required continuing professional education.
☒ To obtain continuing education necessary to maintain a license or certification.
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- Publications
- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that South Texas Fire Investigators Association- R.G.V., Inc., is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 5-18-15
TITLE: Deputy Fire Marshal

Before me Elizabeth Sweet Castro, a Notary Public, appeared Victor Ramirez, and on his oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ELIZABETH SWEET CASTRO
MY COMMISSION EXPIRES
September 28, 2016

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

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, John Franz, do hereby state that membership in the South Texas Fire Investigators Association- R.G.V., Inc., and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☒ To obtain statutorily required continuing professional education.
☒ To obtain continuing education necessary to maintain a license or certification.
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- Publications
- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that South Texas Fire Investigators Association- R.G.V., Inc., is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 5-20-15
TITLE: Deputy Fire Marshal

Before me Elizabeth Sweet Castro, a Notary Public, appeared John Franz, and on his oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ELIZABETH SWEET CASTRO
MY COMMISSION EXPIRES
September 28, 2016

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

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Kyle Pulley, do hereby state that membership in the South Texas Fire Investigators Association- R.G.V., Inc., and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- ☒ To obtain statutorily required continuing professional education.
- ☒ To obtain continuing education necessary to maintain a license or certification.
- ☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
  - Publications
  - Periodicals
  - Training
  - Annual Conference
  - Award Programs
  - Representation
  - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that South Texas Fire Investigators Association- R.G.V., Inc., is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 5/18/15
TITLE: Fire Inspector

Before me Elizabeth Sweet Castro, a Notary Public, appeared Kyle Pulley, and on his oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ELIZABETH SWEET CASTRO
MY COMMISSION EXPIRES
September 28, 2016

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

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Medardo Villarreal, do hereby state that membership in the South Texas Fire Investigators Association- R.G.V., Inc., and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☒ To obtain statutorily required continuing professional education.
☒ To obtain continuing education necessary to maintain a license or certification.
☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:

- Publications
- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that South Texas Fire Investigators Association- R.G.V., Inc., is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 5-20-15
TITLE: Fire Inspector

Before me Elizabeth Sweet Castro, a Notary Public, appeared Medardo Villarreal, and on his oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ELIZABETH SWEET CASTRO
MY COMMISSION EXPIRES
September 28, 2016

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

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Juan Martinez, do hereby state that membership in the South Texas Fire Investigators Association- R.G.V., Inc., and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

☒ To obtain statutorily required continuing professional education.
☒ To obtain continuing education necessary to maintain a license or certification.
☒ To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:

- Publications
- Periodicals
- Training
- Annual Conference
- Award Programs
- Representation
- Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

I further state that South Texas Fire Investigators Association- R.G.V., Inc., is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: _____ DATE: 5/26/15
TITLE: Fire Marshal

Before me Elizabeth Sweet Castro, a Notary Public, appeared Juan Martinez, and on his oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

ELIZABETH SWEET CASTRO
MY COMMISSION EXPIRES
September 28, 2016

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

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

AI-49957 **Urban County** **11. A.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request for approval of one (1) applicant in the City of Weslaco, one (1) applicant in the City of Mercedes, one (1) applicant in the City of Elsa and one (1) applicant in the Countywide are under the Owner-occupied Housing Rehabilitation Program.

BACKGROUND

The following families are being recommended for approval to receive assistance under the Owner-Occupied Housing Rehabilitation Program.

Applicant	Case Number	City	Funding Year	Location of Property
Maria C. Canales Deferred Loan-Elderly Reconstruction	WE#80-15-02	Weslaco Precinct # 1	HOME 2013	Being all of Lot 16 in Block 3 of the James M. Black Sub'd of the North 11.41 Acres of South 22.83 Acres of the East 34.83 acres of Farm Tract 54 West Tract Sub'd, Hidalgo County Texas
Ezequiel & Juanita Rodriguez Deferred Loan-Elderly Reconstruction	ME#50-15-06	Mercedes Precinct # 1	HOME 2013	A (1.20) acre tract of land out of Lot 8, Block 66 Capisallo District Sub'd, Hidalgo County Texas
Maria I. Gomez Deferred Loan-Elderly Reconstruction	EL#25-15-03	Elsa Precinct # 1	HOME 2013	All of Lot 1 & 2, Block 12, Castillo Colonia Sub'd No. 2 an addition to the City of Elsa, Hidalgo County Texas
Reynaldo Carreon Deferred Loan-Elderly Reconstruction	CW#85-15-08	Edcouch Precinct # 1	HOME 2013	All of 44, El Mesquite Sub'd as Addition to the City of Elsa, Hidalgo County Texas, according to the map of plat thereof Recorded in Volume 23, Page 46, Map Record Hidalgo County Texas

Fiscal Impact

Attachments

Canales
Rodriguez
Gomez
Carreon

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	06/04/2015 11:53 AM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM

Form Started By: Sandra Regalado Started On: 06/02/2015 08:45 AM

Final Approval Date: 06/05/2015

Housing Rehab Program

ENTITY: City of Weslaco

PROJECT: Approval for Assistance under the Owner-Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2013

SYNOPSIS:

The family is being recommended for applicant approval under the Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since September 2011 and has met all of the program requirements for assistance under the Owner-Occupied Housing Rehabilitation Program. The following is a profile of the project

Maria C. Canales	Family of one (1)	
WE#80-15-02	Does applicant meet	
	Deferred Loan Requirements:	Yes
	Title Search:	No Abstract or Liens
	Flood Zone:	No – Zone B
	Insurance:	**N/A**
	Structures:	1
	Taxes:	current
	Assets & Deposits:	N/A
	Debt to Income Ratio:	N/A
	Payback	No - Deferred Loan-Elderly
	Number of Bedrooms:	2
	Square Feet:	864
	Does total annual household income exceed limits:	No
	HUD Income Limits:	$ 28,150.00
	Deferred Loan-Elderly	

Existing Dwelling: 2 bedrooms frame home, built in 1982

RECOMMENDATION:

The UCP Staff recommends approval for assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioner's Court.

INITIAL INSPECTION

Date: April 8, 2014 City: Weslaco If County Wide, Precinct #: 1

Name of Applicant: Maria C. Canales Inspector: ERIC TREVINO

Address: 600 Lee Garza Year House was Built: 1982

EXTERIOR

1. **Foundation Condition**: Good [ ] Repair [ ] Replace [X]
   Foundation Type: Piers [X] Concrete [ ]
   Is the foundation sound and free from hazards?

   Notes: FOUNDATION MADE UP OF SEVERAL ADDITIONS UNEVEN AND NEEDS LEVELING
   Dimension _12'__ x __55'__ Estimated Cost $ _3,400_____

2. **Exterior Walls**: Good [ ] Repair [ ] Replace [X]
   Are the exterior surfaces sound and free from hazards?

   Notes: PAINT CHIPPING, WOOD SIDING IS ROTTED ALL OVER. SOME OF THE ROTTED AREAS HAVE JAGGED EDGES SOME SIDING IS BEARLY HOLDING ON
   Dimension _12'__ x __55'__ Estimated Cost $ _6,500_____

3. **Windows**: Good [ ] Repair [ ] Replace [X]

   Notes: BROKEN WINDOW PANES SOME WINDOWS DO NOT OPEN AND SHUT PROPER AND ALL NEED TO BE SEALED PROPER.
   Quantity _7__ Estimated Cost $ ___1,100____

4. **Doors**: Good [ ] Repair [ ] Replace [X]

   Notes: FRONT SECURITY DOOR DIFFICULT TO OPEN AND INCOMPLETE; DOOR NEEDS TO BE INSTALLED PROPER RUBS AND SCUFFS WHEN OPENED OR SHUT

   Quantity _3__ Estimated Cost $ __900___

5. **Overhang / Trim**: Good [ ] Repair [ ] Replace [X]

   Notes: ENTIRE OVERHANG HAS NO DRIPEDGE, FACIA OR SOFFIT, TRIM IS ROTTED AND MISSING IN SOME AREAS

   Dimension _12'__ x __55'__ Estimated Cost $ _5,500_____

6. **Roof Shingles**: Good [ ] Repair [ ] Replace [X]

Notes: SHINGLES ARE OLD AND BRITTLE

Is the roof sound and free from hazards?

Notes: AREA ABOVE WATER HEATER IS EXTREMELY DAMAGED DUE TO LONG TERM LEAKAGE.

Dimension _12'__ x __55'__ Estimated Cost $ _2,500_____

7. **Other Exterior Structural Observations (stairs, rails, ramps, etc..)**: 5 INCH GAP IN BETWEEN FRONT PORCH AND FRONT SECURTIY DOOR NO RAIL

Estimated Cost $ __400____

8. **Sewer Connected to City Main Line** [X]
Yard Line: Good [ ] Repair [ ] Replace [X]

Notes: AS PER THE HOME OWNER THE PIPES KEEP CLOGGING/BACKING

Dimension _12'__ x __55'__ Estimated Cost $ __500_____

9. **Septic Tank**: Good [ ] Repair [ ] Replace [ ]
Sewer Connected to Septic System [ ]
# of years with current Septic System: _____

Is plumbing free from sewer back up? N/A

Yard Line & Drain Field: Good [ ] Repair [ ] Replace [X]

Notes: FEW EXPOSED PIPES

Estimated Cost $ __400_____

10. **Water Line**: Good [ ] Repair [ ] Replace [X]

Notes: HOT WATER PRESSURE TO KITCHEN SINK IS LOW

Estimated Cost $ __400_____

11. **Gas Line:** Good [X] Repair [ ] Replace [ ]
LP Gas Line & Tank to Code Relocate [X] Replace [ ]

Notes: _____

Estimated Cost $ __600_____

12. **Other observations about all Exterior Plumbing / Drains / Sewer:** _____
DRAIN PIPE IS DAMAGED AND CAUSING INFESTIVE AND UNSANITARY WATER TO ACCUMILATE NO HOT WATER IN BATHROOM .

Estimated Cost $ __800_____

13. **Electrical Lines:** Good [ ] Repair [ ] Replace [X]

Electrical Hazards – is the exterior of unit free from electrical hazards?:

Yes [ ] No [X]

Location(s): ALL SIDES OF HOUSE

Notes: ELECTICAL WIRE EXPOSED

Estimated Cost $ __900_____

INTERIOR

14. Describe **Flooring Conditions** for Entire Dwelling: FLOOR UNEVEN TRIPPING HAZARD IN LIVING ROOM, BEDROOMS, BATHROOM

Describe Specific Floor **Problem Areas:** UNEVEN, ROTTEN, MISSING FLOOR COVERING SHIFTING ON SOUTH SIDE

Is Floor Reparable Yes [ ] No [X]

Notes: NEEDS TO BE EVENED AND LEVELED, WOODENFLOOR IS ROTTED AND NOT MADE PROPER

Dimension _12'__ x __55'__ Estimated Cost $ _1,900_____

15. Condition of **Kitchen Cabinets:** Good [ ] Repair [X] Replace [ ]
Notes: INSUFFICIENT CABINETS ONLY HAS ABOUT 4 FEET OF COUNTER TOP INCLUDING DOUBLE SINK,

Dimension _12'__ x __55'__ Estimated Cost $ __1,500_____

16. **Ceiling Coverings**: Good [ ] Repair [X] Replace []
Notes: HAS WATER DAMAGE IN SOME AREAS ALSO LOW CEILING

Dimension _12'__ x __55'__ Estimated Cost $ _600_____

17. **Wall Coverings**: Good [ ] Repair [X] Replace [ ]
Interior Trim Good [ ] Repair [ ] Replace [X]
Interior Finish (Wall Texture) Good [ ] Repair [ ] Replace [X]

Notes: SOME WALLS ONLY HAVE STUDS COVERING WITH SHEETS AND LINEN

Dimension _12'__ x __55'__ Estimated Cost $ _2,300_____

18. **Water Heater**: Good [ ] Repair [X] Replace [ ]
Is hot water heater located and equipped in a safe manner and free of hazards?
Notes: WATER HEATER CLOSET ROTTED WALLS, ROOF AND FLOOR

Estimated Cost $ _600_____

Plumbing: Good [ ] Repair [ ] Replace [X]

Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?

Notes: OLD PLUMBING AND NOT INSTALLED PROPER

Dimension _12'__ x __55'__ Estimated Cost $ __1,500_____

19. **Insulation**: Good [ ] Repair [ ] Replace [X]

Are the attic and walls appropriately insulated for regional conditions?
Notes: NO INSULATION INSTALLED AS PER CLIENT

Dimension _12'__ x __55'__ Estimated Cost $ _1,700_____

20. **Lead Base Paint Assessment** Required [ ] Not Required [X]

Estimated Cost $ __--____

21. **Infestation** – Is the unit free from rats or severe infestation by mice or vermin?

Yes [X] No [ ]
Notes: VERMINS, ROACHES AND SPIDER

Estimated Cost $ _400_____

22. **Electrical Hazards** – are the rooms free from electrical hazards?:

Yes [ ] No [X]

Location(s): BOTH BEDROOMS HAVE NO WORKING CEILING LIGHTS

Notes: USE OF LAMPS FOR ILLUMINATION IS NEEDED ALSO HAS TO USE EXTENTION CORDS DUE TO NOT ENOUGH OUTLETS

Dimension _12'__ x __55'__ Estimated Cost $ __1,500_____

23. **INSPECTORS FINAL RECOMMENDATION (Rehab. or Recon. – list reasoning for recommendation):** TOTAL RECONSTRUCTION DUE COST OF REHABILITATION EXCEEDING THE 50% OF EXISTING STRUCTURE VALUE

Total Rehab Estimated Cost *$ ___35,900_____*

Current Value of Structure *$__9,904_____*

50% Value *$__4,954_____*

Inspector

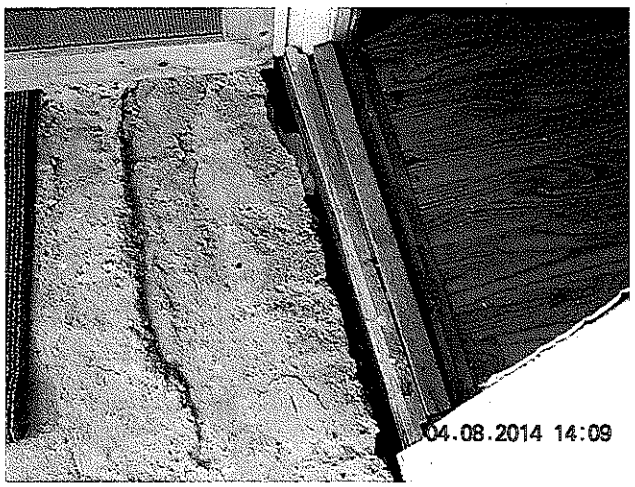
5.26.15
Date

Division Director Approval

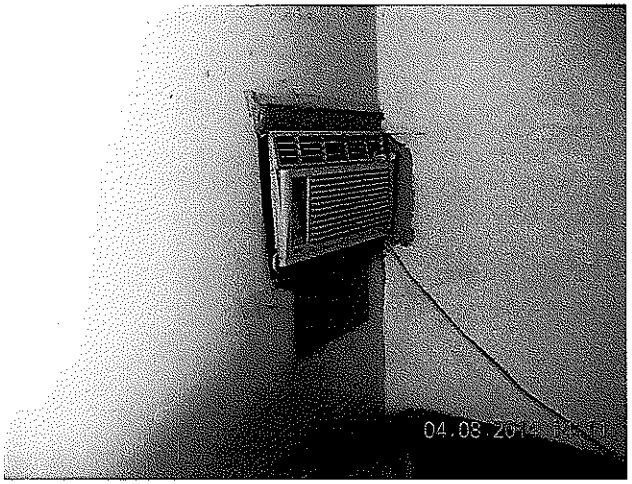
6/1/15
Date

- Note - If more room is needed, attach additional sheet.




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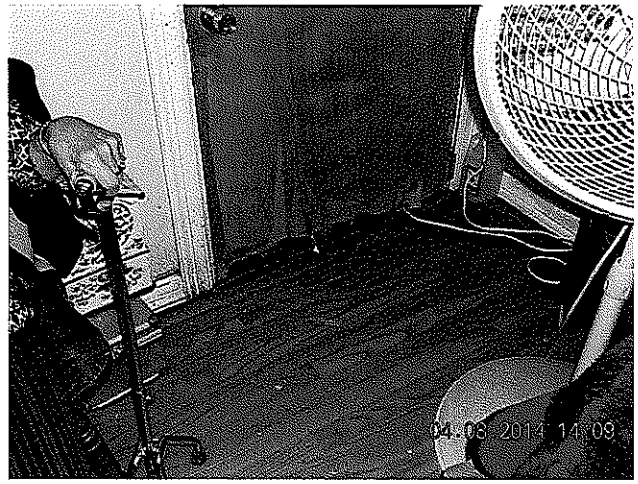

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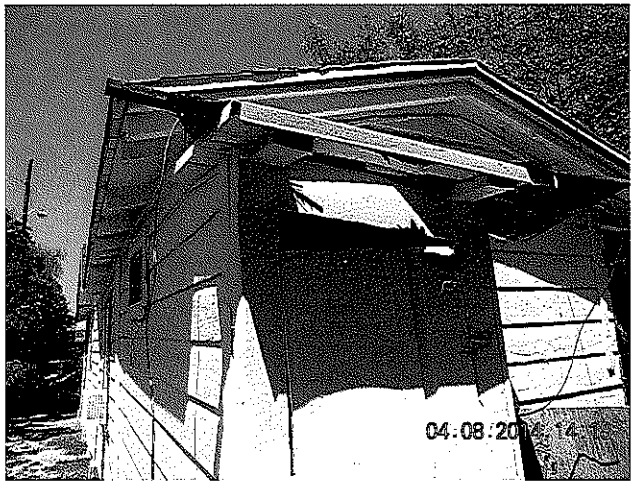

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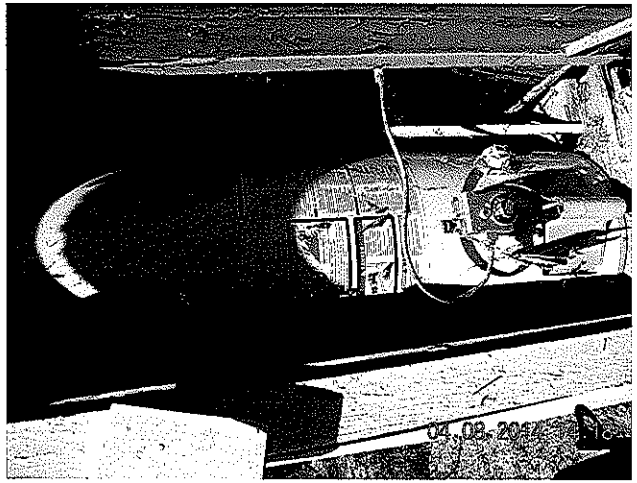

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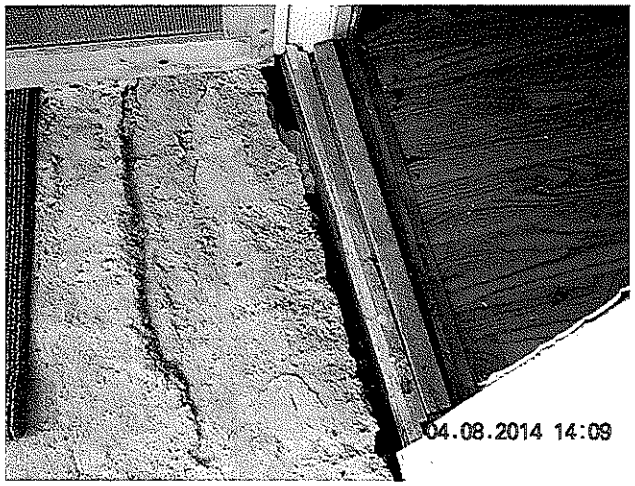

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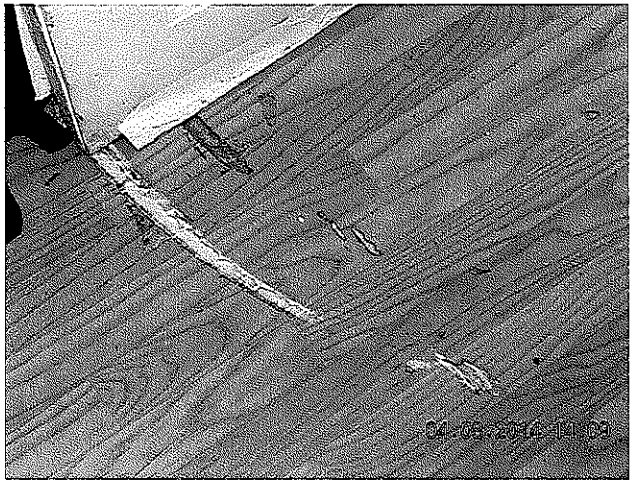

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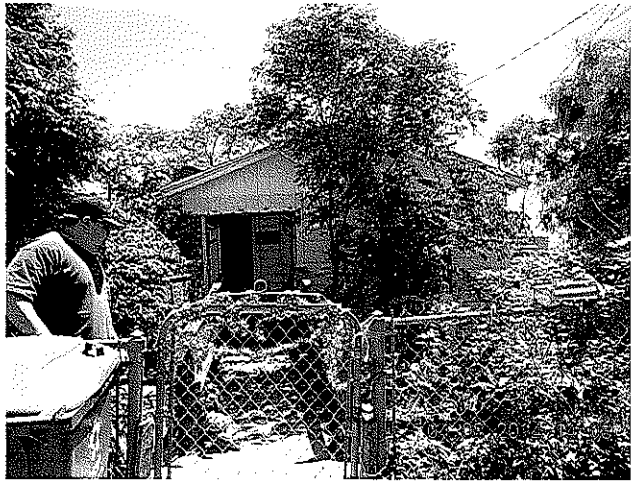

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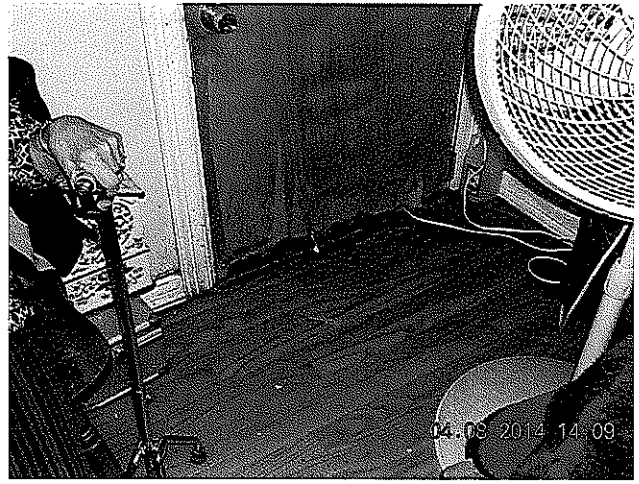

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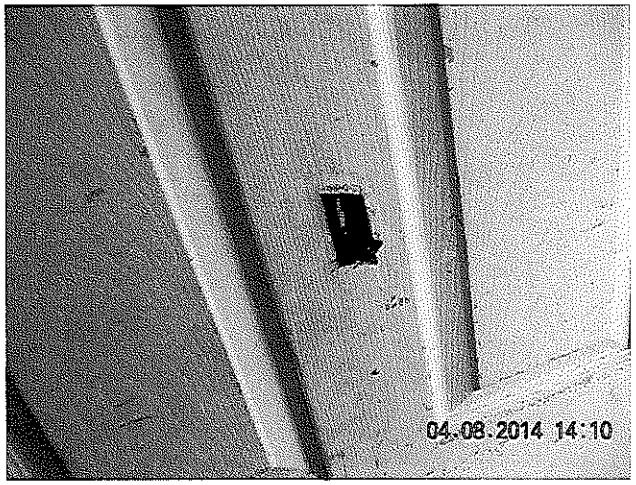

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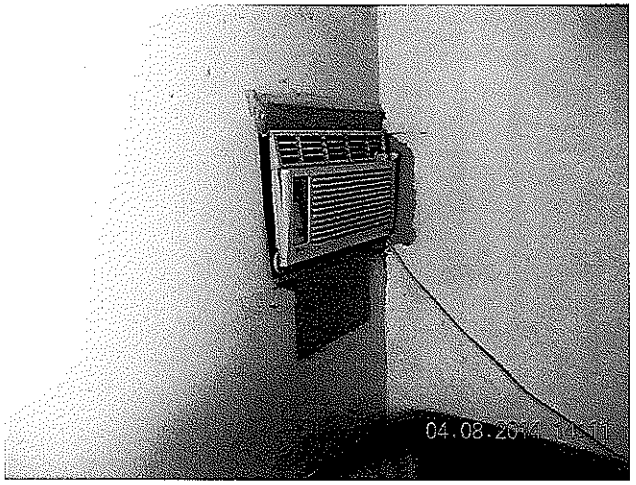



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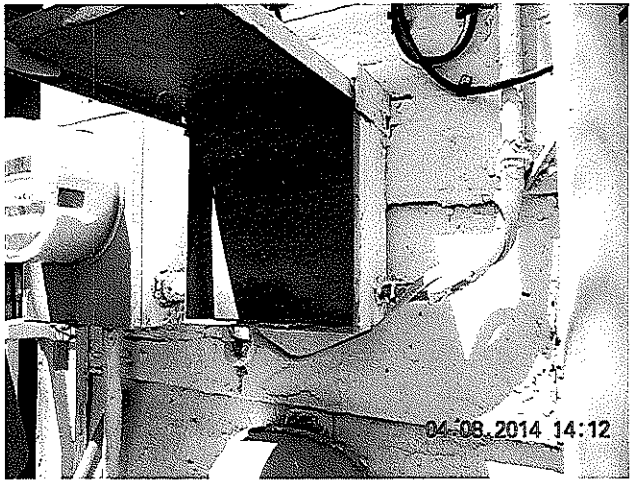

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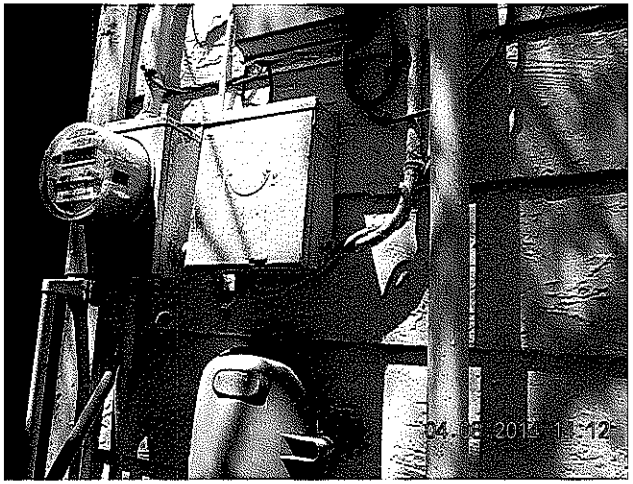


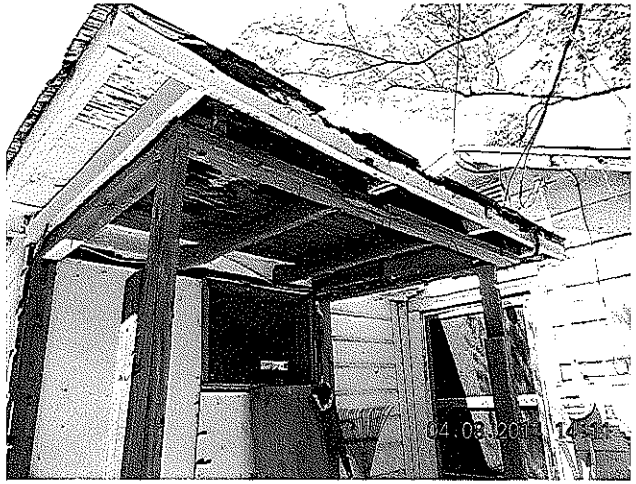

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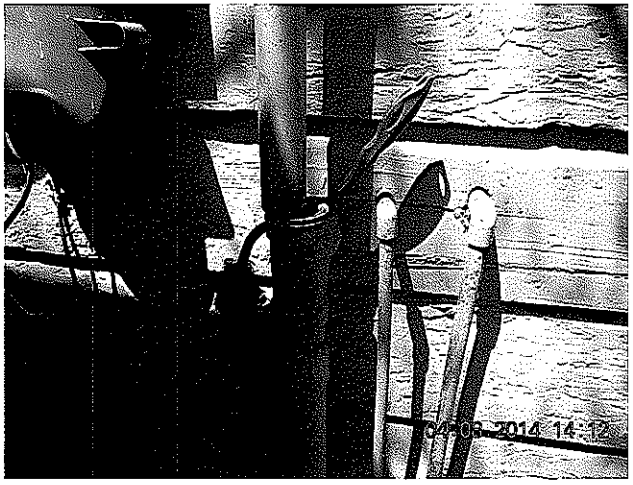

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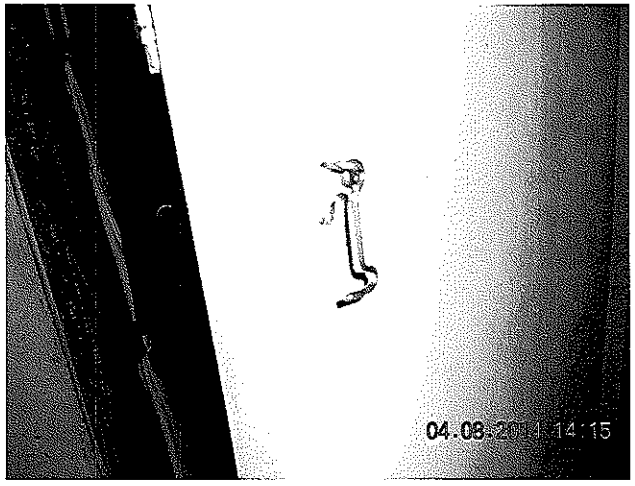

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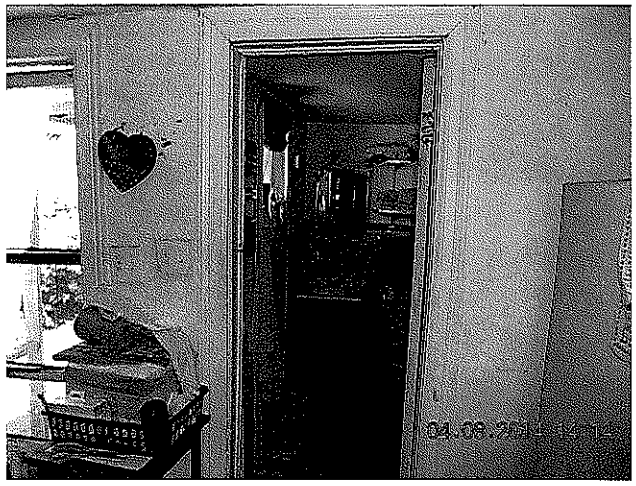

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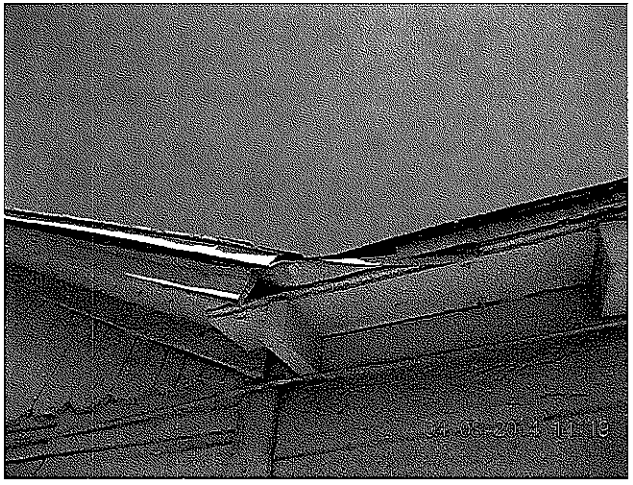

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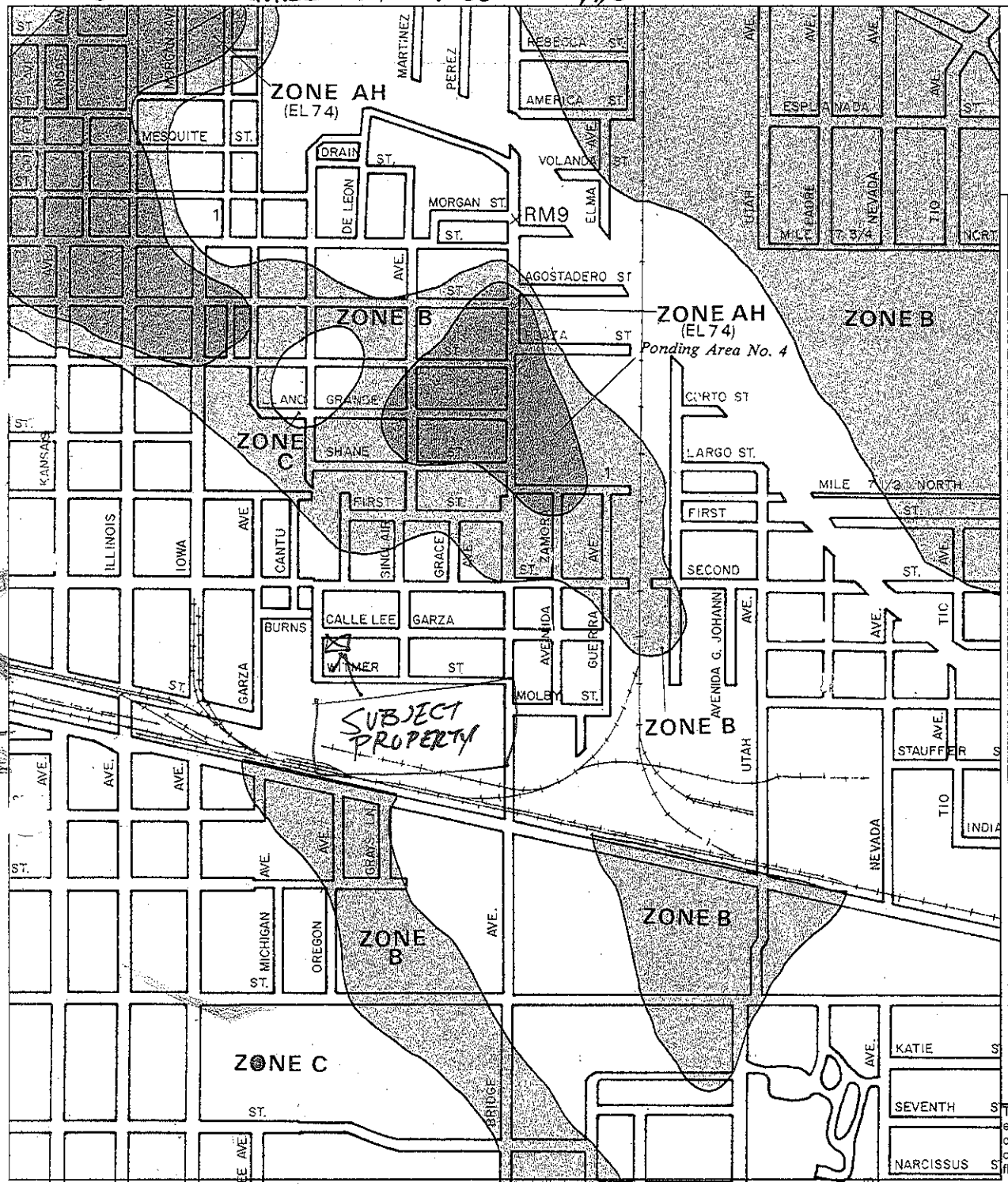

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600 LEE GARZA ST WESLACO, TX



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

CITY OF
WESLACO, TEXAS
HIDALGO COUNTY

ONLY PANEL PRINTED

COMMUNITY-PANEL NUMBER
480349 0005 B

EFFECTIVE DATE:
MARCH 4, 1980

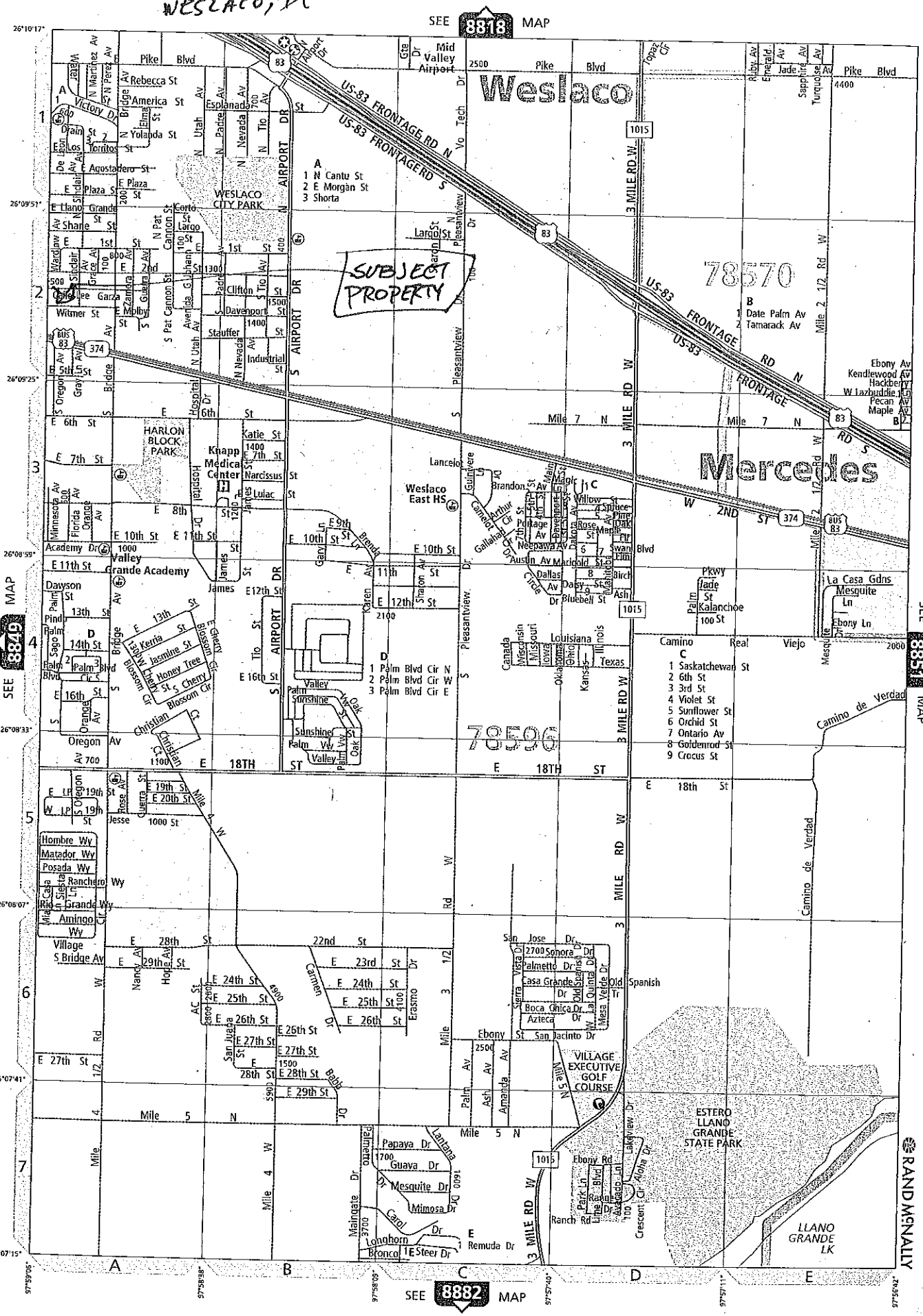
U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT
FEDERAL INSURANCE ADMINISTRATION

This is an official copy of a portion of the above referenced flood map. It was extracted using FIRMette - Desktop version 3.0. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. Further information about National Flood Insurance Program flood hazard maps is available at http://www.msc.fema.gov/.

MAP

600 LEE GARCIA ST
WESLACO, TX

1:24,000
1 in. = 2000 ft.
0.25 0.5
miles



Housing Rehab Program

ENTITY: City of Mercedes

PROJECT: Approval for Assistance under the Owner-Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2013

SYNOPSIS:

The family is being recommended for applicant approval under the Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since September 2008 and has met all of the program requirements for assistance under the Owner-Occupied Housing Rehabilitation Program. The following is a profile of the project

Ezequiel & Juanita Rodriguez	Family of two (2)	
ME# 50-15-06	Does applicant meet Deferred Loan Requirements:	Yes
	Title Search:	No Abstract or Liens
	Flood Zone:	No – Zone X
	Insurance:	**N/A**
	Structures:	1
	Taxes:	current
	Assets & Deposits:	N/A
	Debt to Income Ratio:	N/A
	Payback	No - Deferred Loan-Elderly
	Number of Bedrooms:	2
	Square Feet:	864
	Does total annual household income exceed limits:	No
	HUD Income Limits:	$ 32,150.00
	Deferred Loan-Elderly	

Existing Dwelling: 2 bedrooms frame home, built in 1930

RECOMMENDATION:

The UCP Staff recommends approval for assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioner's Court.

INITIAL INSPECTION

Date: 9-17-2014 City: Mercedes If County Wide, Precinct #: 1

Name of Applicant: Ezequiel & Juanita Rodriguez Inspector: Eric Trevino

Address: 8009 Mile 1 East Rd. Year House was Built: 1920's

EXTERIOR

1. **Foundation Condition**: Good [ ] Repair [ ] Replace [X]
   Foundation Type: Piers [X] Concrete [X]
   Is the foundation sound and free from hazards?

   Notes: Foundation is uneven. The house has shifted drastically and has not been leveled since the home-owners purchased it. House is 80 to 100 years old.

   Dimension 65' x 25' Estimated Cost $ 4,000

2. **Exterior Walls**: Good [ ] Repair [ ] Replace [X]
   Are the exterior surfaces sound and free from hazards?

   Notes: Exterior walls masses of rot with jagged edge on wood siding being cutting hazardous

   Dimensions 65' x 25' Estimated Cost $ 5,500

3. **Windows**: Good [ ] Repair [ ] Replace [ ]

   Notes: there are several either broken or nonworking boarded windows. The remaining Windows are old and difficult to open and close

   Qty 13 Estimated Cost $ 3,300

4. **Doors**: Good [ ] Repair [ ] Replace [ ]

   Notes: Primary security door has damaged and incomplete door frame. Door is old and does Not have the enough reinforcement. Secondary security door also needs reinforcing.

   Qty 2 Estimated Cost $ 600

5. **Overhang / Trim**: Good [ ] Repair [ ] Replace [X]

Notes: The majority of the overhang and trim is decomposing and useless.

Dimension 65' x 25' Estimated Cost $ 1,500

6. **Roof**: Good [ ] Repair [ ] Replace [X]
Front Porch Roof Good [ ] Repair [ ] Replace [X]
Rear Porch Roof Good [ ] Repair [ ] Replace [X]

Is the roof sound and free from hazards?

Notes: Roof is not sound has not been replace years after shingle exceeded their purpose causing sheathing rafter and joist to rot and now need replacing.

Dimension 65' x 25' Estimated Cost $ 14,000

7. **Other Exterior Structural Observations (stairs, rails, ramps, etc..)**:
Front porch has no rails, steps made up of different materials (wood blocks brick)

Estimated Cost $ 600

8. **Sewer Connected to City Main Line** [X]
Yard Line: Good [ ] Repair [X] Replace [ ]

Notes: Toilet backs-up

Dimension ____ x ____ Estimated Cost $ 400

9. **Septic Tank**: Good [ ] Repair [ ] Replace [ ]
Sewage Connected to Septic System [ ]
# of years with current Septic System: _____

Is plumbing free from sewer back up? _____

Yard Line & Drain Field: Good [x] Repair [ ] Replace [ ]

Notes: some exposed drain pipes

Estimated Cost $ 400

10. **Water Line:** Good [ ] Repair [ ] Replace [ ]

Notes: Has water pump from well

Estimated Cost $ ____

11. **Gas Line:** Good [ ] Repair [ ] Replace [ ]
LP Gas Line & Tank to Code Relocate [ ] Replace [ ]

Notes: NA

Estimated Cost $ ____

12. **Other observations about all Exterior Plumbing / Drains / Sewer:**
NA

Estimated Cost $ ____

13. **Electrical Lines:** Good [ ] Repair [ ] Replace [ ]

Electrical Hazards – is the exterior of unit free from electrical hazards?

Yes [X] No [ ]

Location(s): Front, rear and both sides of house

Notes: has exposed wire not to code

Estimated Cost $ 1,500

INTERIOR

14. Describe **Flooring Conditions** for Entire Dwelling: floor is missing covering and has holes

Describe Specific Floor **Problem Areas**: holes in floor are extremely hazardous, floor covering Lifting causing tripping hazard

Is Floor Repairable Yes [ ] No [X]

Notes: floor is not repairable

Dimension 65' x 25' Estimated Cost $ 5,800

15. Condition of **Kitchen Cabinets**: Good [ ] Repair [ ] Replace [x]

Notes: Have holes, falling apart corroded from drain not working proper

Dimension 24" x 72" Estimated Cost $ 3,500

16. **Ceiling Coverings**: Good [ ] Repair [ ] Replace [X]

Notes: Majority of house ceiling is missing or falling

Dimension ___ x ___ Estimated Cost $ 3,000

17. **Wall Coverings**: Good [ ] Repair [ ] Replace [X]
Interior Trim Good [ ] Repair [ ] Replace [X]
Interior Finish (Wall Texture) Good [ ] Repair [ ] Replace [X]

Notes: Has holes and missing drywall or finish, patch work throughout

Dimension 65' x 25' Estimated Cost $ 4,800

18. **Water Heater**: Good [ ] Repair [x] Replace [ ]
Is hot water heater located and equipped in a safe manner and free of hazards?

Notes: Water heater appears new, needs to be placed on stand with pan drain

Plumbing: Good [ ] Repair [ ] Replace [X]
Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?

Notes: Plumbing in kitchen needs replacing leaks and not installed proper. Bathroom toilet not installed proper and caused floor to rot, shower drain not installed proper causing shower pan to damage, shower is unsafe.

Estimated Cost $ 5,000

19. **Insulation**: Good [ ] Repair [ ] Replace [X]

Are the attic and walls appropriately insulated for regional conditions?

Notes: No, walls have holes and insulation that is there is exposed

Dimension ___ Estimated Cost $ 2,500

20. **Lead Base Paint Assessment** Required [ ] Not Required [X]

Estimated Cost $ ____NA____

21. **Infestation** – Is the unit free from rats or severe infestation by mice or vermin?

Yes [ ] No [x]

Notes: house has too many holes gaps and penetration making it inevitable for vermin and Pest to enter and rid them

Estimated Cost $ _____

22. **Electrical Hazards** – are the rooms free from electrical hazards?:

Yes [ ] No [X]

Location(s): Throughout

Notes: House ceiling and wall have exposed wires due to no finish or covering. Electrical Needs up-dating and placing

Dimension ___ x ___ Estimated Cost $ 4,500

23. **INSPECTORS FINAL RECOMMENDATION (Rehab. or Recon. – list reasoning for recommendation): Recommend demolition and reconstruction due repairs exceeding over 50% of value of dwelling and Reconstruction Policy is triggered.**

- Note - If more room is needed, attach additional sheet.

Total Rehab Estimated Cost $ 60,500

Current Value of Structure $ 17,481

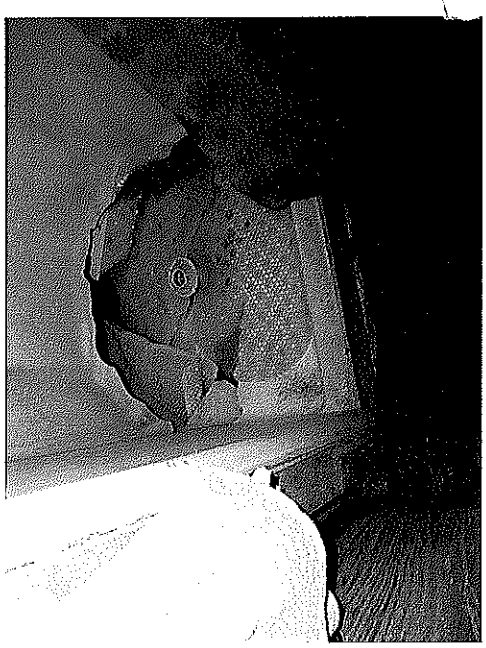
50% Value $ 8740.50

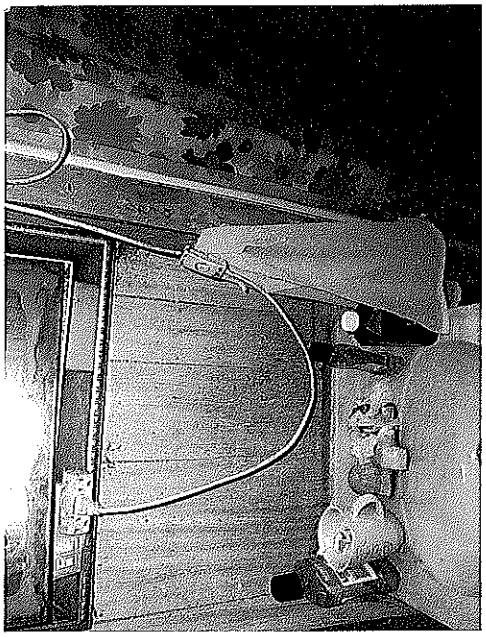
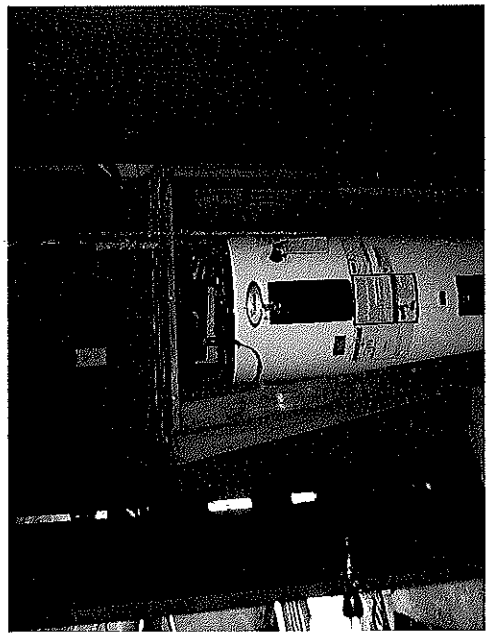
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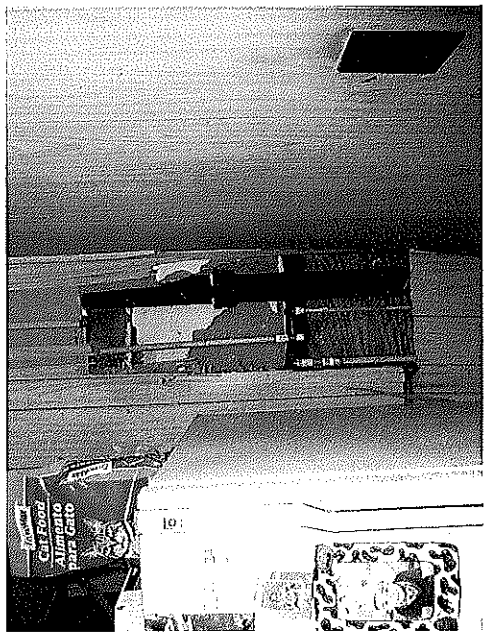
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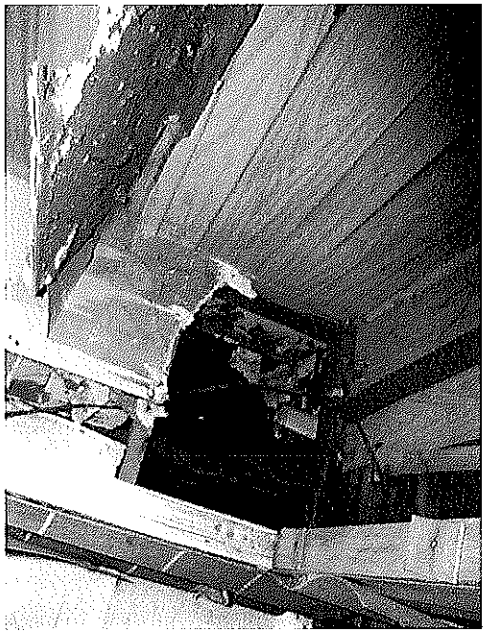
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Date

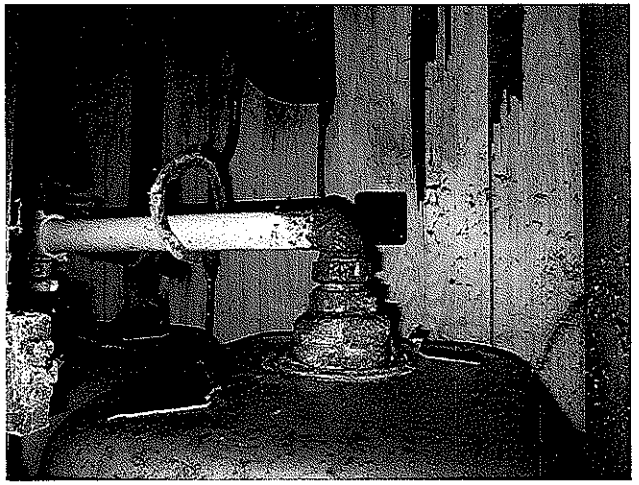
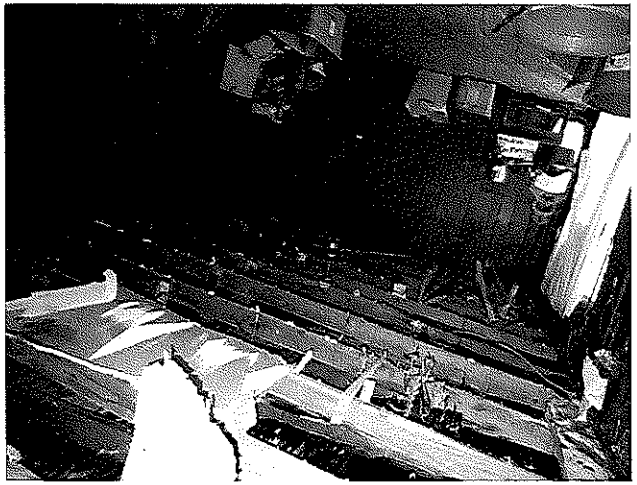
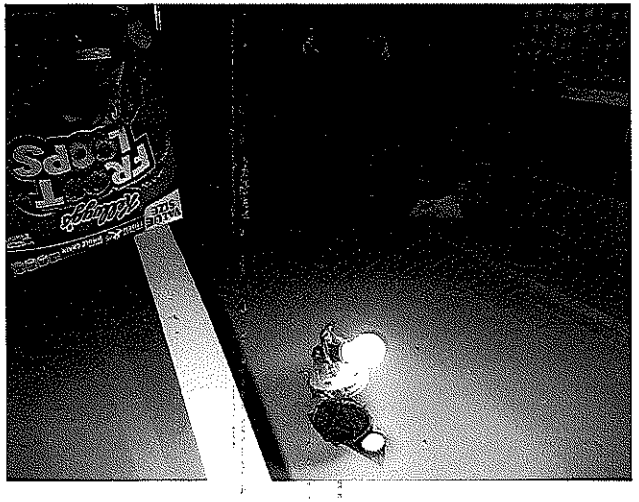
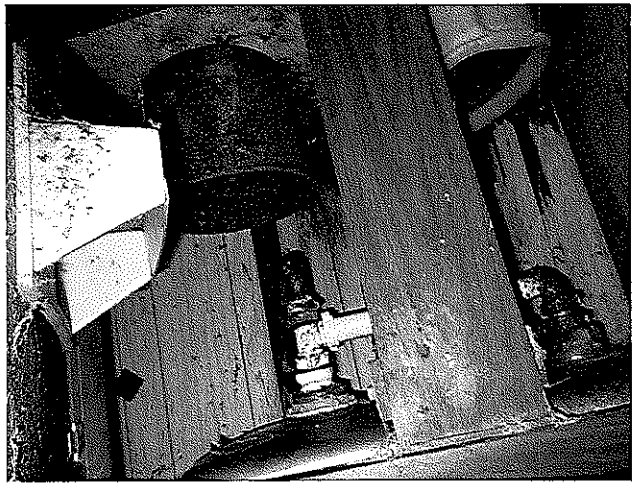
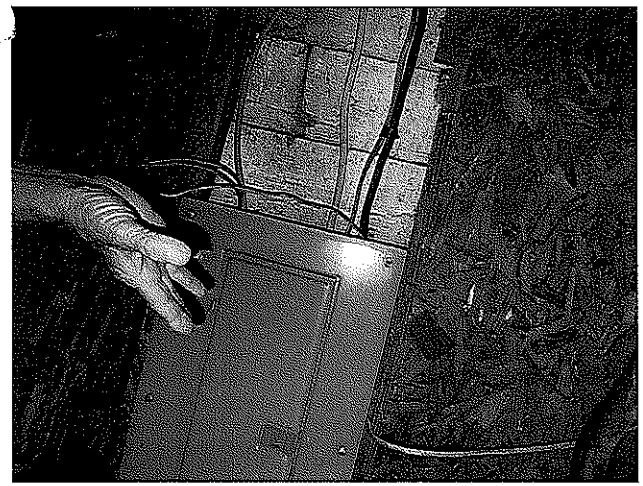


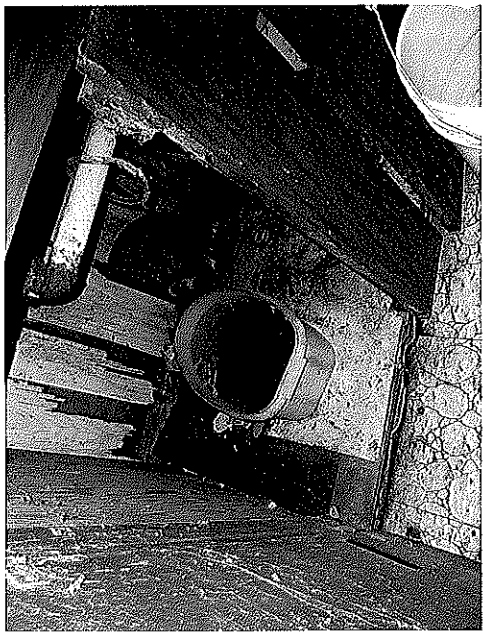
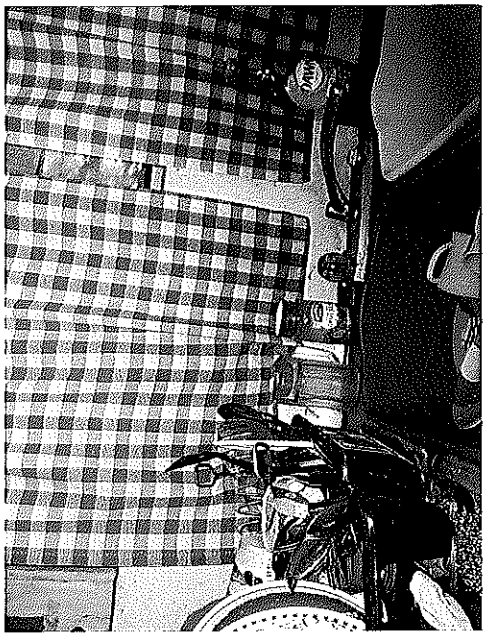
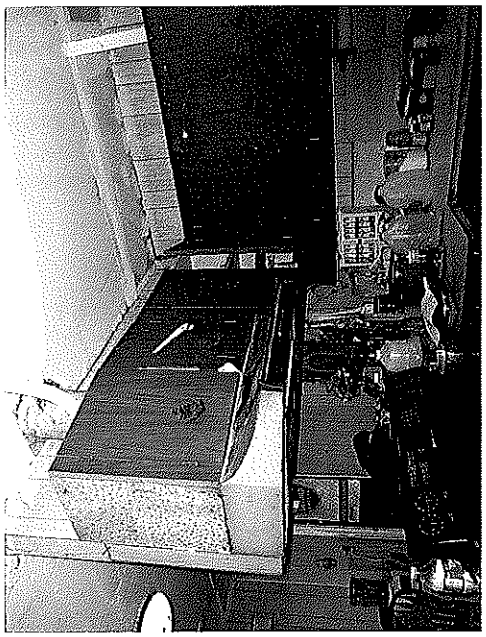


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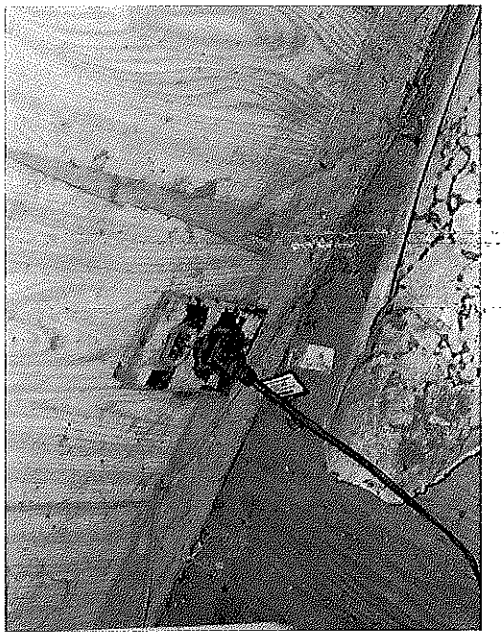
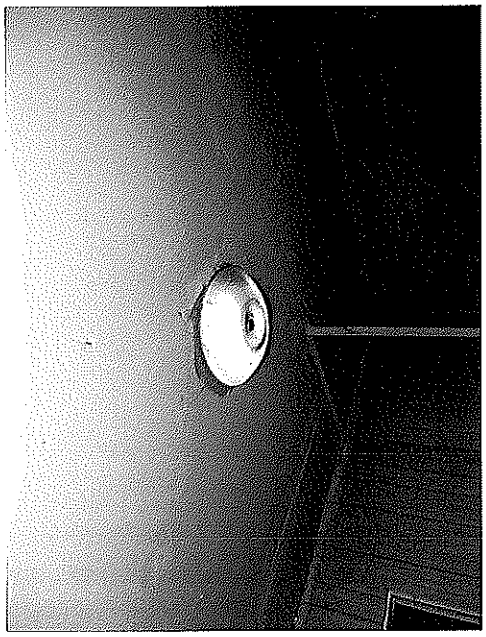
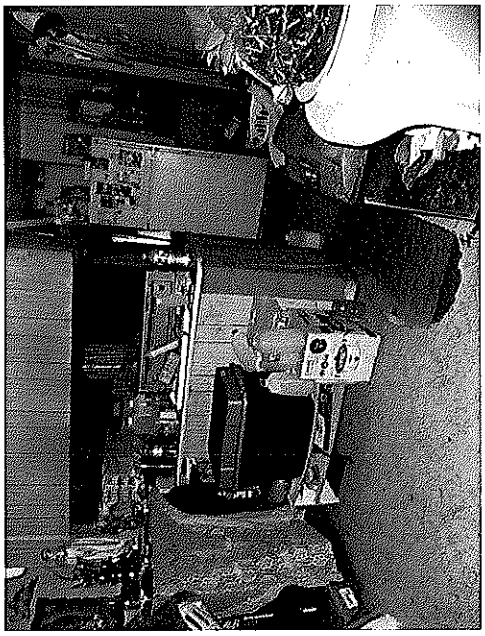


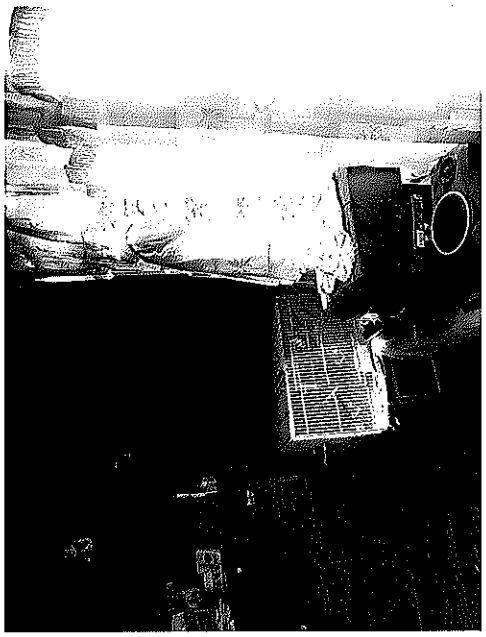


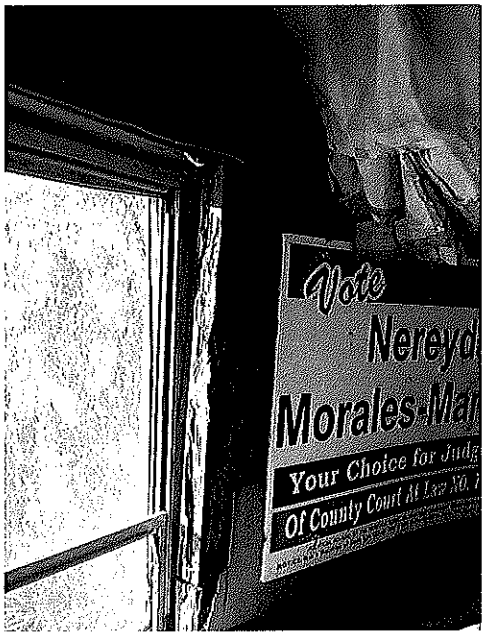



Sabra
Classic
Hummus



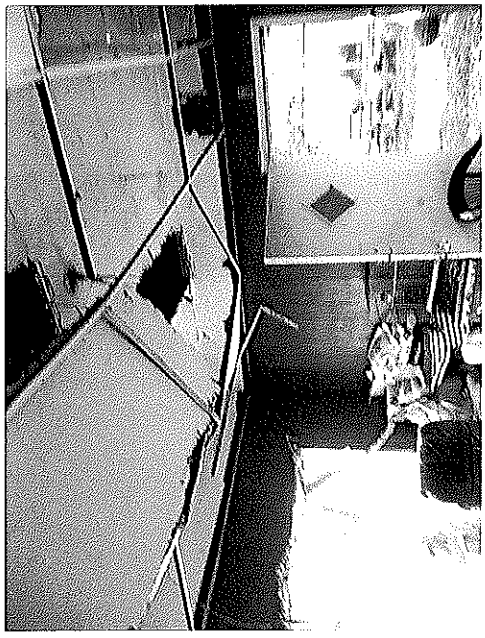


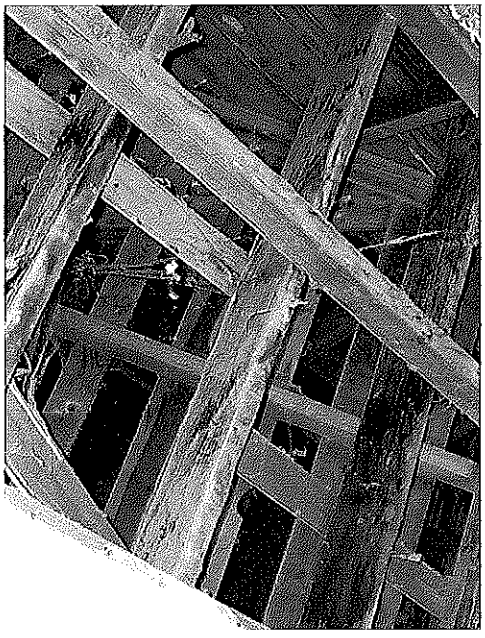





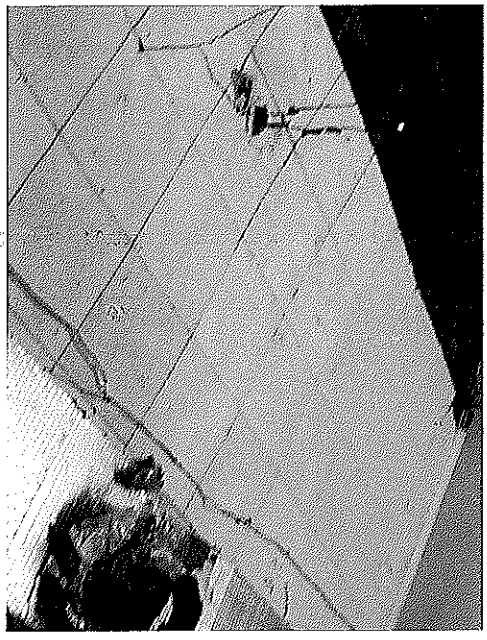




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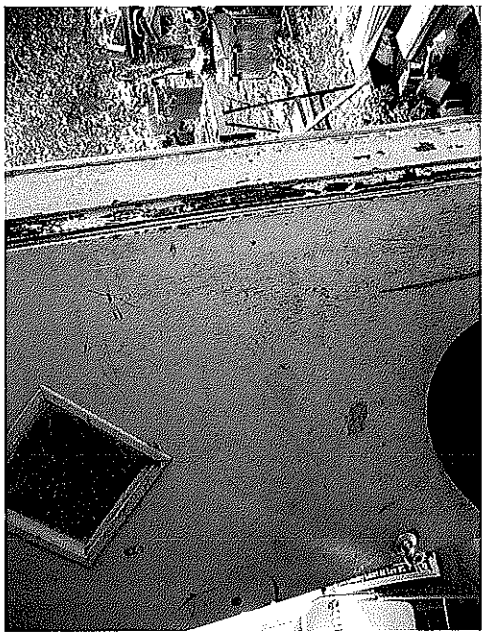






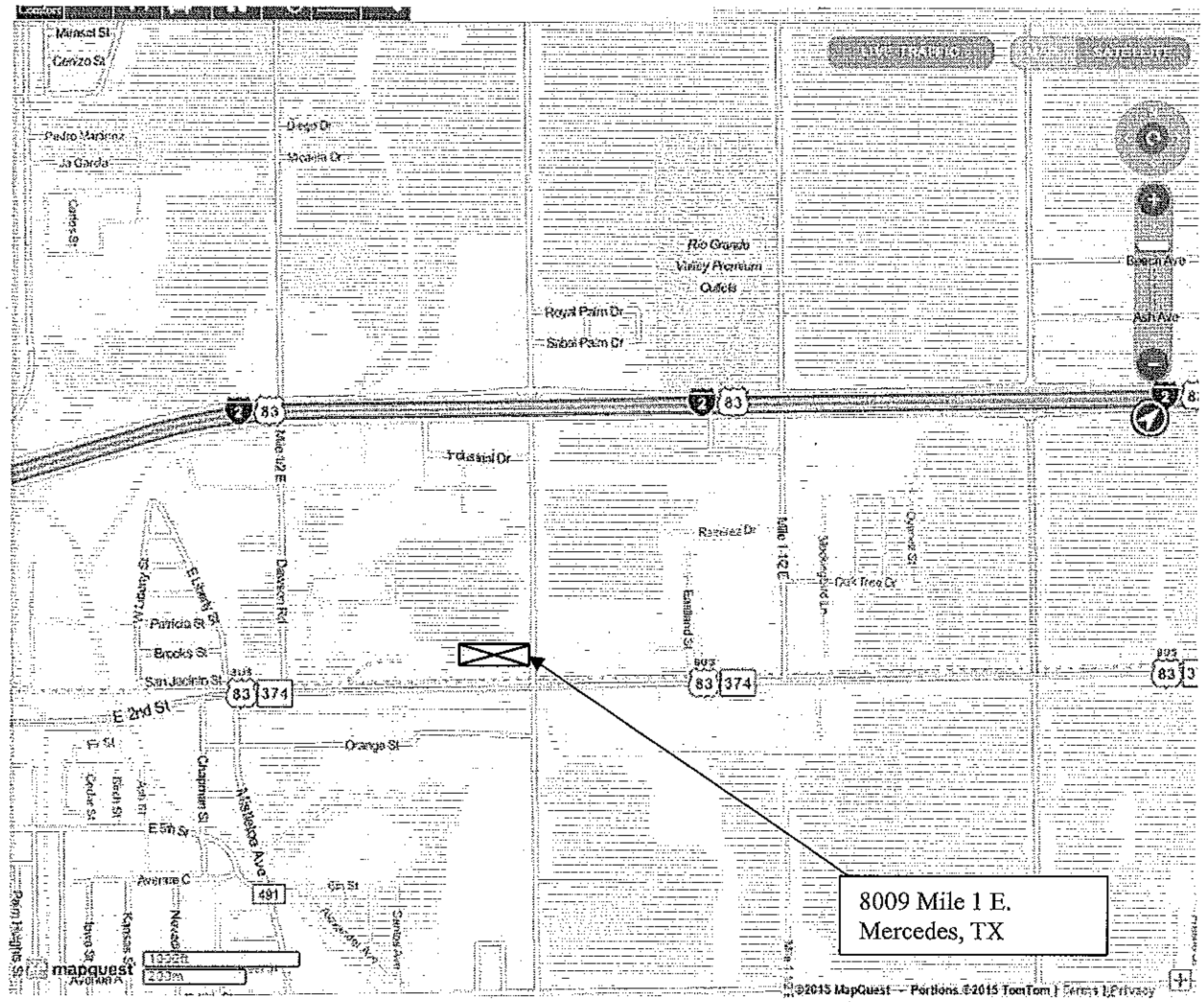








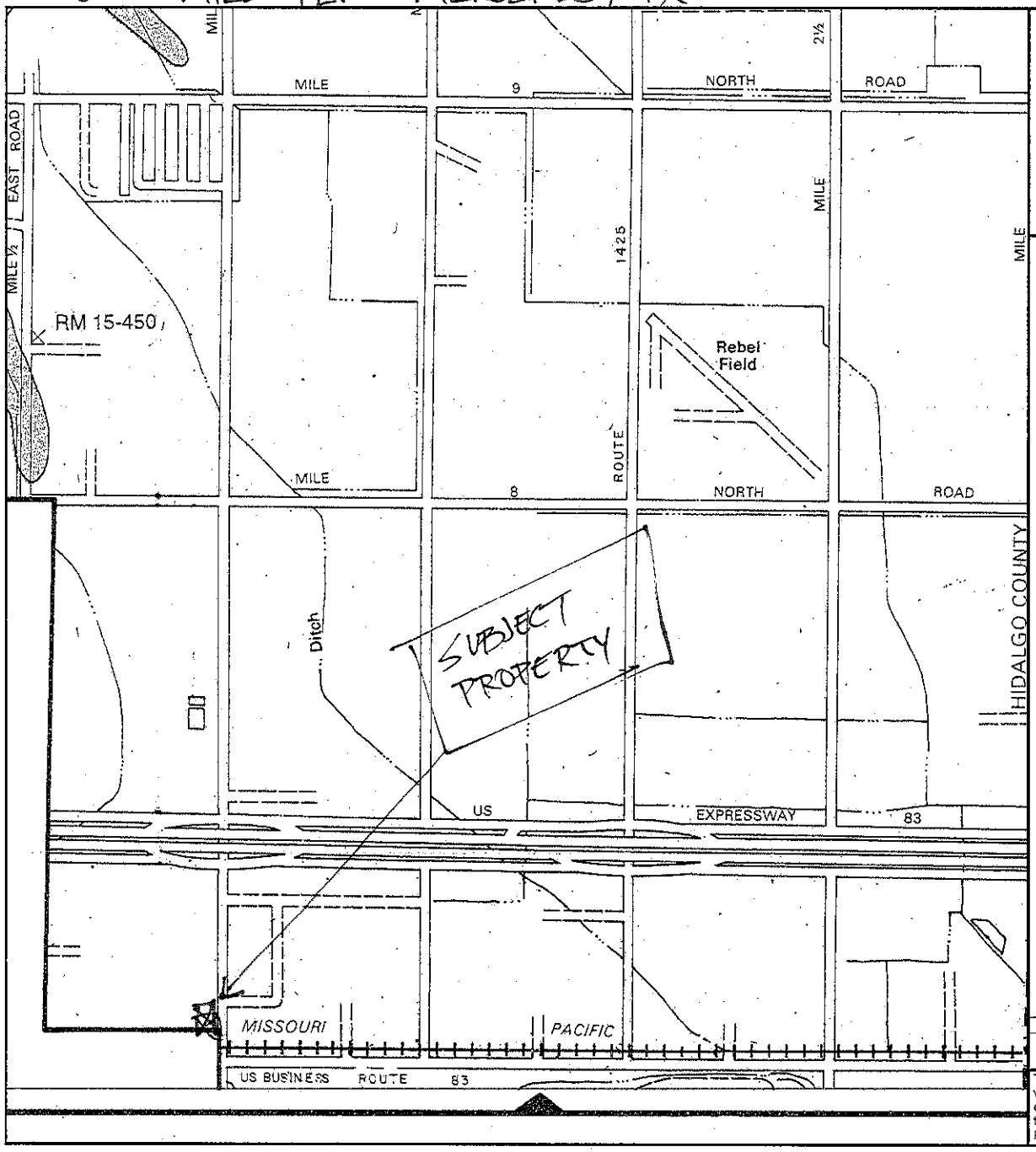
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Insurance agent or call the National Flood Insurance Prog

APPROXIMATE SCALE

2000 0

NATIONAL FLOOD INSURANCE PROGRAM

FIRM

FLOOD INSURANCE RATE MAP

HIDALGO COUNTY, TEXAS
(UNINCORPORATED AREAS)

(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
480334 0450 C

MAP REVISED:
JUNE 6, 2000

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

Housing Rehab Program

ENTITY: City of Elsa

PROJECT: Approval for Assistance under the Owner-Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2013

SYNOPSIS:

The family is being recommended for applicant approval under the Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since November 2011 and has met all of the program requirements for assistance under the Owner-Occupied Housing Rehabilitation Program. The following is a profile of the project

Maria I. Gomez	Family of one (1)	
EL#25-15-03	Does applicant meet	
	Deferred Loan Requirements:	Yes
	Title Search:	No Abstract or Liens
	Flood Zone:	No – Zone X
	Insurance:	**N/A**
	Structures:	1
	Taxes:	current
	Assets & Deposits:	N/A
	Debt to Income Ratio:	N/A
	Payback	No - Deferred Loan-Elderly
	Number of Bedrooms:	2
	Square Feet:	864
	Does total annual household income exceed limits:	No
	HUD Income Limits:	$ 28,150.00
	Deferred Loan-Elderly	

Existing Dwelling: 3 bedrooms frame home, built in 1978

RECOMMENDATION:

The UCP Staff recommends approval for assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioner's Court.

INITIAL INSPECTION

Date: 1/27/2015 City: Elsa If County Wide, Precinct #: 1

Name of Applicant: Maria Gomez Inspector: Eric Trevino

Address: 445 W 11th St. Elsa, TX Year House was Built: 1979

EXTERIOR

1. **Foundation Condition:** Good [ ] Repair [ ] Replace [x]
Foundation Type: Piers [x] Concrete [ ]
Is the foundation sound and free from hazards?

Notes: Not assembled proper, shifting, made up of different sections/additions

Dimension 25' x 38' Estimated Cost $ 3,500

2. **Exterior Walls:** Good [ ] Repair [ ] Replace [x]
Are the exterior surfaces sound and free from hazards?

Notes: Large amount of rot throughout on siding and tin. Both types of walls surfaces have Sharp and jagged edges

Dimensions 25' x 38' Estimated Cost $ 4,800

3. **Windows:** Good [ ] Repair [ ] Replace [ ]

Notes: All windows are very old and most are extremely difficult to open and shut

Qty 12 Estimated Cost $ 2,500

4. **Doors:** Good [ ] Repair [ ] Replace [x]

Notes: Rear security door is a storm-door, followed by an incomplete hollow core door. Hollow Core door missing knob plates.

Qty 1 Estimated Cost $ 400

5. **Overhang / Trim:** Good [ ] Repair [ ] Replace [x]

Notes: Most trim and overhand has rot and needs replacing

Dimension _entire perimeter__ Estimated Cost $ _2,000_

6. **Roof:** Good [ ] Repair [ ] Replace [x]
Front Porch Roof Good [ ] Repair [ ] Replace [x]
Rear Porch Roof Good [ ] Repair [ ] Replace [x]

Is the roof sound and free from hazards?

Notes: Roof shingles are old and need replace

Dimension _25'__ x _38'__ Estimated Cost $ __2,500_____

7. **Other Exterior Structural Observations (stairs, rails, ramps, etc..):** front porch steps
Made up of cinderblocks and not flush to one another with no rail

Estimated Cost $ __350____

8. **Sewer Connected to City Main Line** [ ]
Yard Line: Good [] Repair [] Replace [x]

Notes: Old lines recommend cleaning drain

Dimension _25'__ x __38'__ Estimated Cost $ __600____

9. **Septic Tank:** Good [ ] Repair [ ] Replace [ ]
Sewage Connected to Septic System [ ]
# of years with current Septic System: _____

Is plumbing free from sewer back up?
N/A

Yard Line & Drain Field: Good [ ] Repair [ ] Replace [ ]

Notes:

Estimated Cost $ _____

10. **Water Line:** Good [ ] Repair [x] Replace [ ]

Notes: some exposed supply and drain plumbing

Estimated Cost $ 1,500

11. **Gas Line:** Good [ ] Repair [ ] Replace [ ]
LP Gas Line & Tank to Code Relocate [ ] Replace [ ]

Notes: N/A

Estimated Cost $ _____

12. **Other observations about all Exterior Plumbing / Drains / Sewer:**
Has exposed 4 inch drain lines above natural ground running to lawn

Estimated Cost $ 500

13. **Electrical Lines:** Good [ ] Repair [ ] Replace [x]

Electrical Hazards – is the exterior of unit free from electrical hazards?

Yes [ ] No [x]

Location(s): throughout exterior

Notes: exposed live wires; some connected with wing nuts for extension, extremely fire hazardous

Estimated Cost $ 3,200

INTERIOR

14. Describe **Flooring Conditions** for Entire Dwelling: floor is uneven and not leveled

Describe Specific Floor **Problem Areas**: has lifting tile and carpet; flooring not consistent has many patched areas. Has 2x4 lumber dividing rooms may cause tripping

Is Floor Reparable Yes [ ] No [x]

Notes: Need to level floor to highest level of finished floor and remove all covering and damaged areas and replace with new

Dimension 25' x 38' Estimated Cost $ 4,900

15. Condition of **Kitchen Cabinets**: Good [ ] Repair [ ] Replace [x]

Notes: Cabinets are old with water damage for sink not sealed proper and plumbing not install proper

Dimension 24" x 108" Estimated Cost $ 2,800

16. **Ceiling Coverings**: Good [ ] Repair [ ] Replace [x]

Notes: Has damaged areas due to leaky roof. Plenty of missing ceiling covering and/or texture as well as water stains

Dimension 25' x 38' Estimated Cost $ 2,800

17. **Wall Coverings**: Good [ ] Repair [ ] Replace [X]
Interior Trim Good [ ] Repair [ ] Replace [X]
Interior Finish (Wall Texture) Good [ ] Repair [ ] Replace [X]

Notes: different types of finish, has gypsum board, plywood and paneling not flush or consistent

Dimension 25' x 38' Estimated Cost $ 1,200

18. **Water Heater**: Good [ ] Repair [ ] Replace [x]
Is hot water heater located and equipped in a safe manner and free of hazards?

Notes: water heater is old and corroded as well as supply and return lines

Plumbing: Good [ ] Repair [ ] Replace [ ]
Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?

Notes: lines on water heater are cored and need replacing

Estimated Cost $ 600

19. **Insulation**: Good [ ] Repair [ ] Replace [ ]

Are the attic and walls appropriately insulated for regional conditions?

Notes: Very little to no insulation in attic or perimeter walls

Dimension 25' 38' Estimated Cost $ 1,900

20. **Lead Base Paint Assessment** Required [ ] Not Required [ ]

Estimated Cost $ __N/A____

21. **Infestation** – Is the unit free from rats or severe infestation by mice or vermin?
Yes [ ] No [ ]

Notes: Some insects due to house not sealed all around

Estimated Cost $ ___700___

22. **Electrical Hazards** – are the rooms free from electrical hazards?:
Yes [ ] No [x]

Location(s): __wiring is not safe, not enough outlets, has exposed wires throughout.

Notes: some outlet covers and fixtures damaged and others missing

Estimated Cost $ __3,000___

23. **INSPECTORS FINAL RECOMMENDATION (Rehab. or Recon. – list reasoning for recommendation): Recommend demolition and reconstruction due repairs exceeding over 50% of value of dwelling and will be triggering policy for Reconstruction**

- Note - If more room is needed, attach additional sheet.

Total Rehab Estimated Cost	*$ ____39,750_____*
Current Value of Structure	*$____11,847_____*
50% Value	*$____5,923.50_____*

Inspector

Division Director Approval

5-28-15
Date

Date



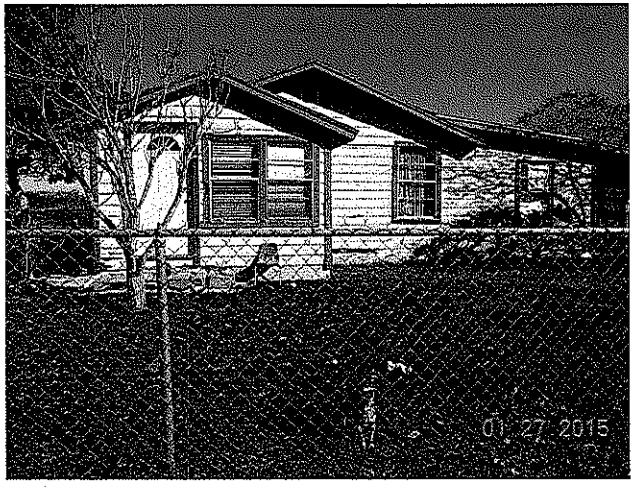



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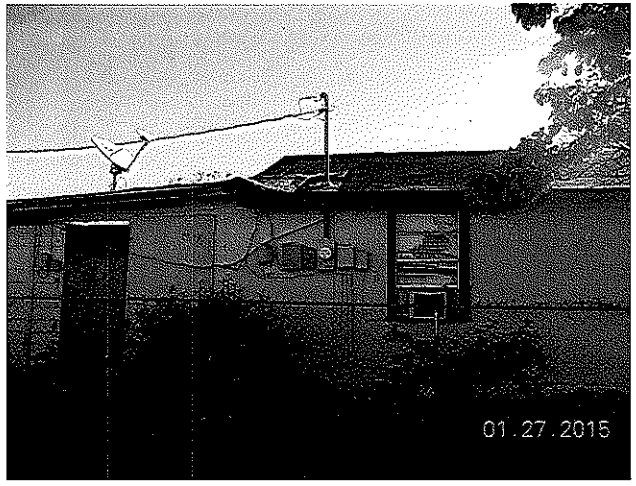



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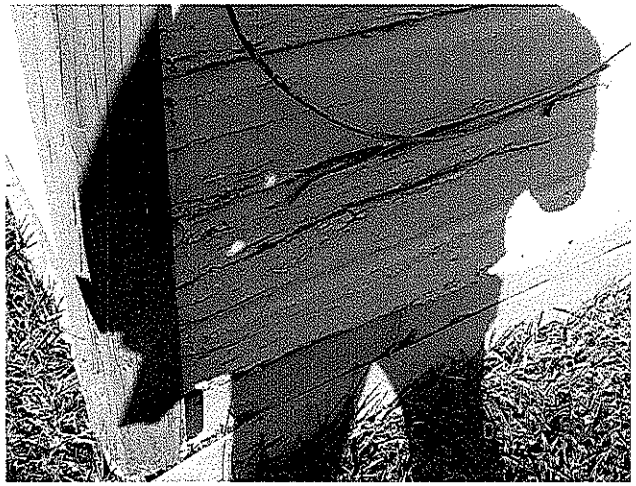




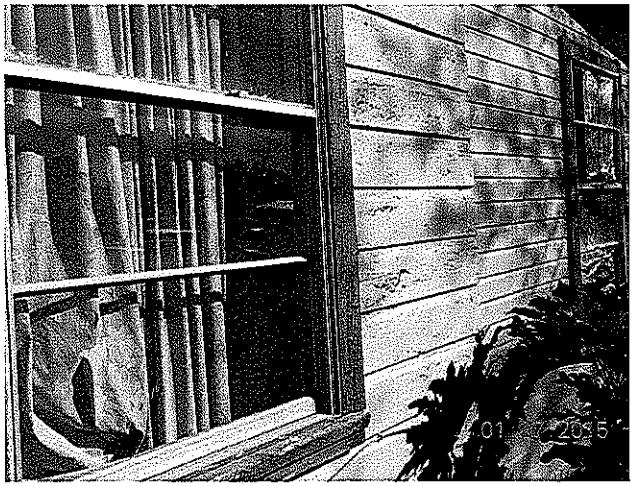


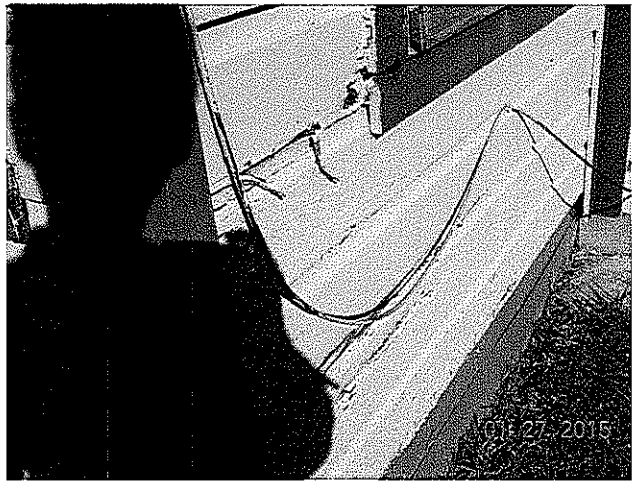










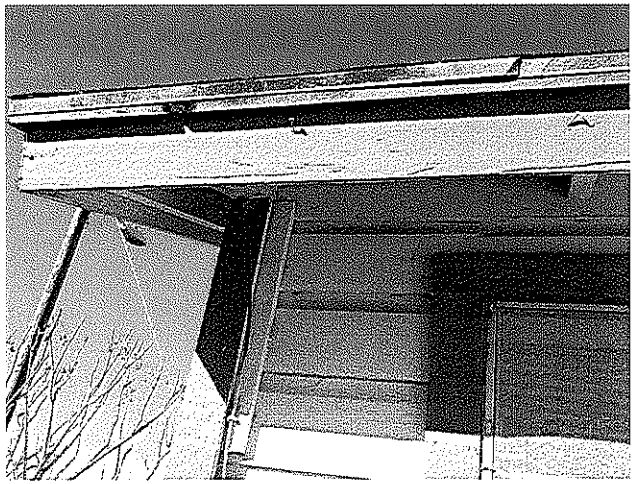

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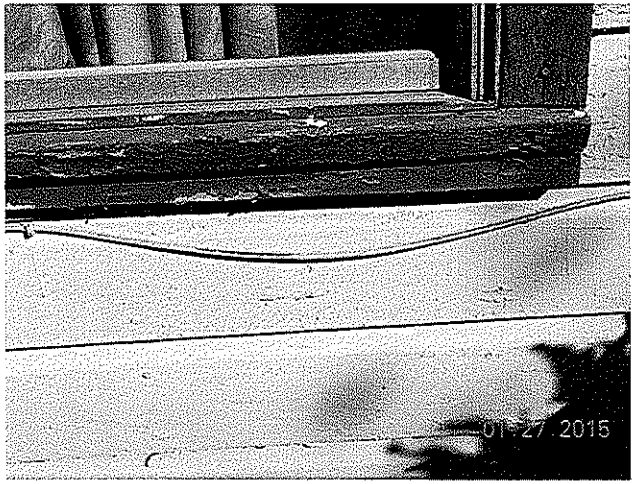




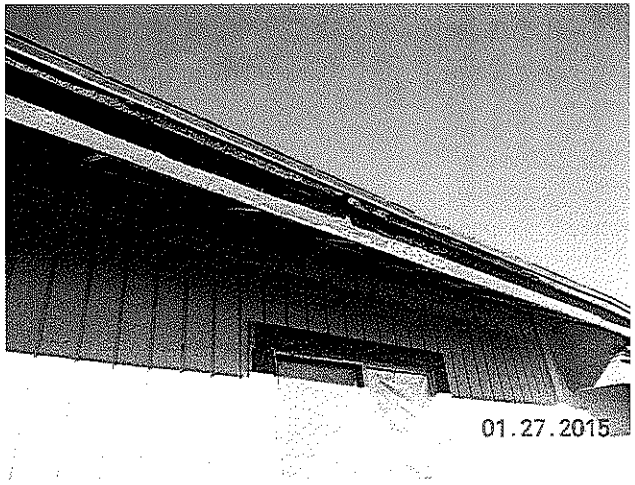



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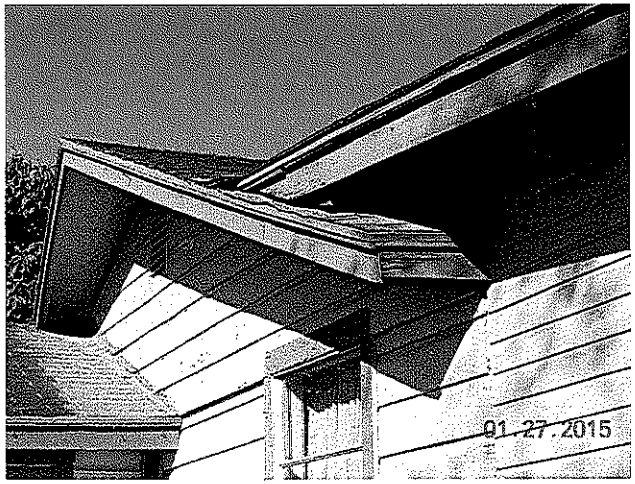

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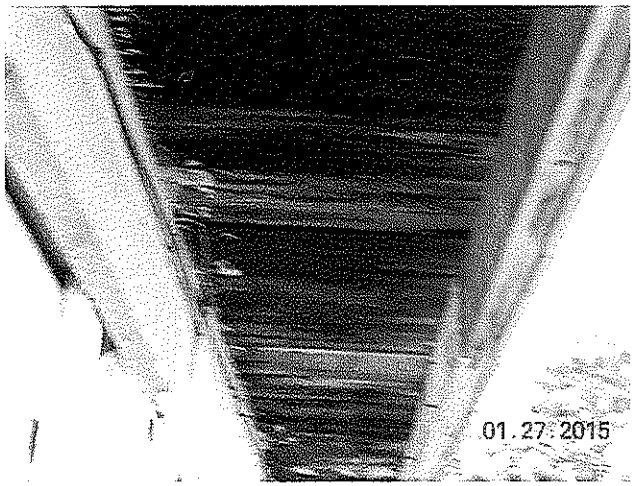

2015


01.27.2015




Felix
Garza
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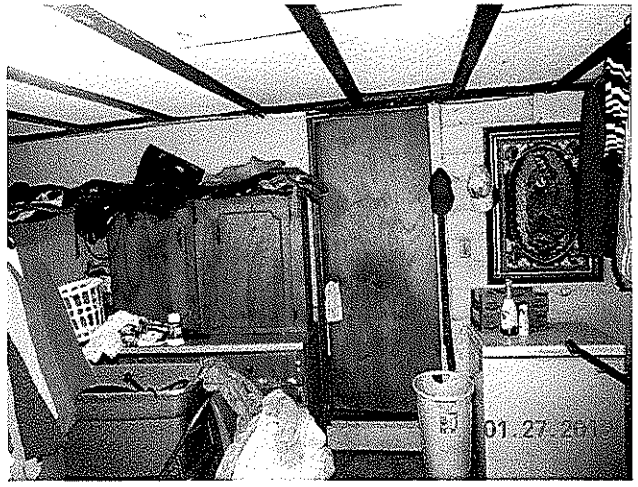

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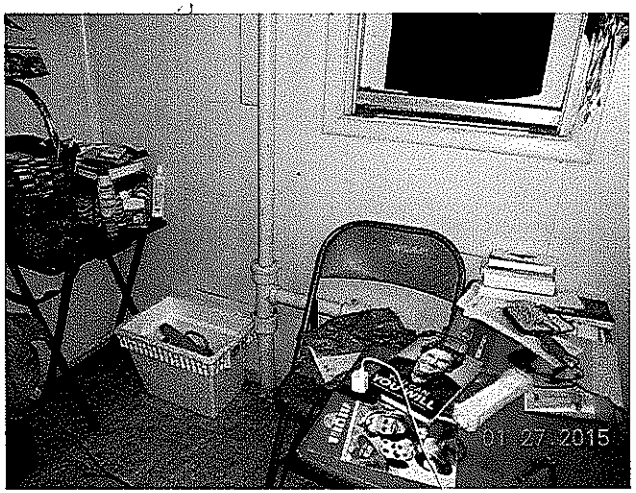

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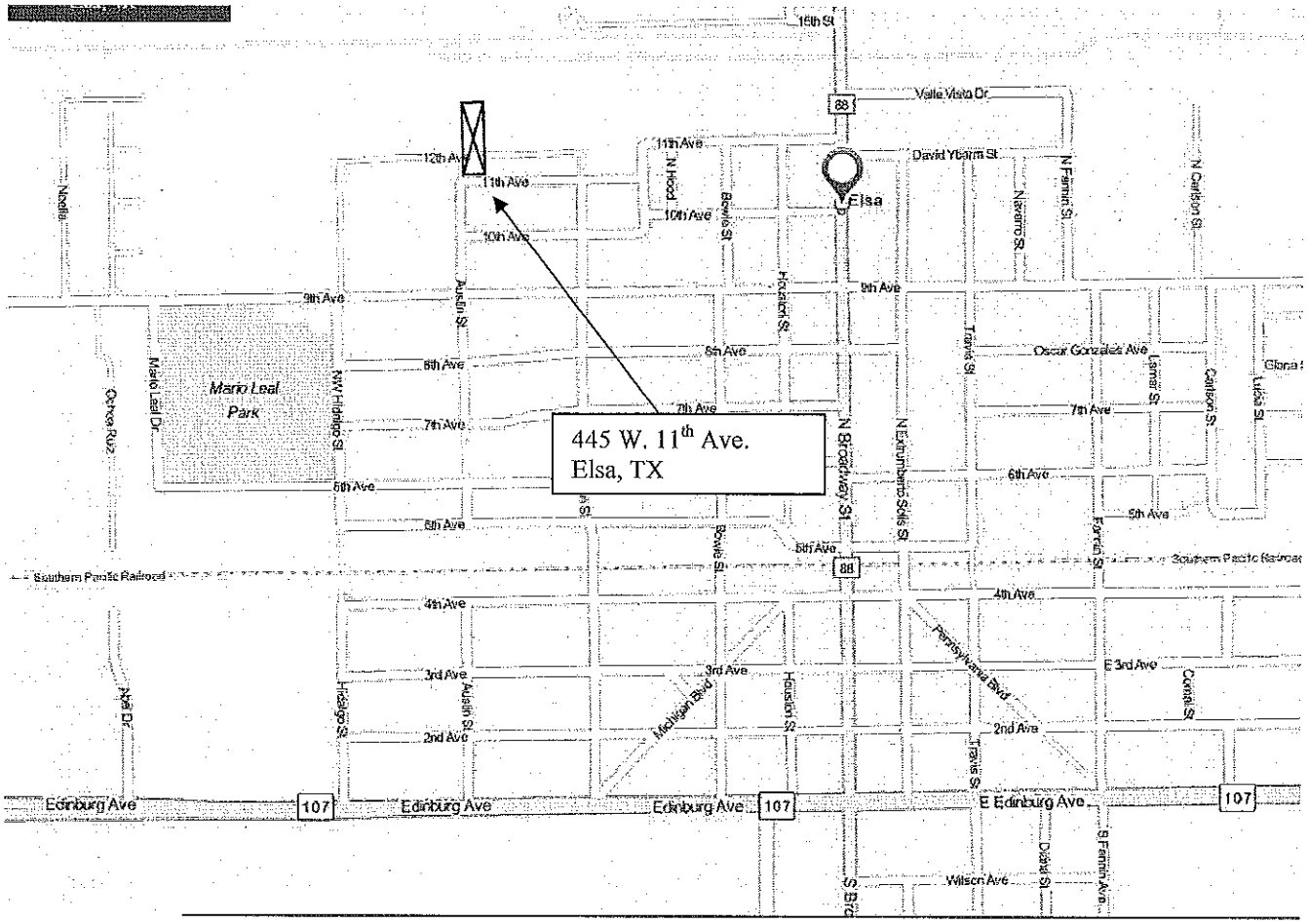

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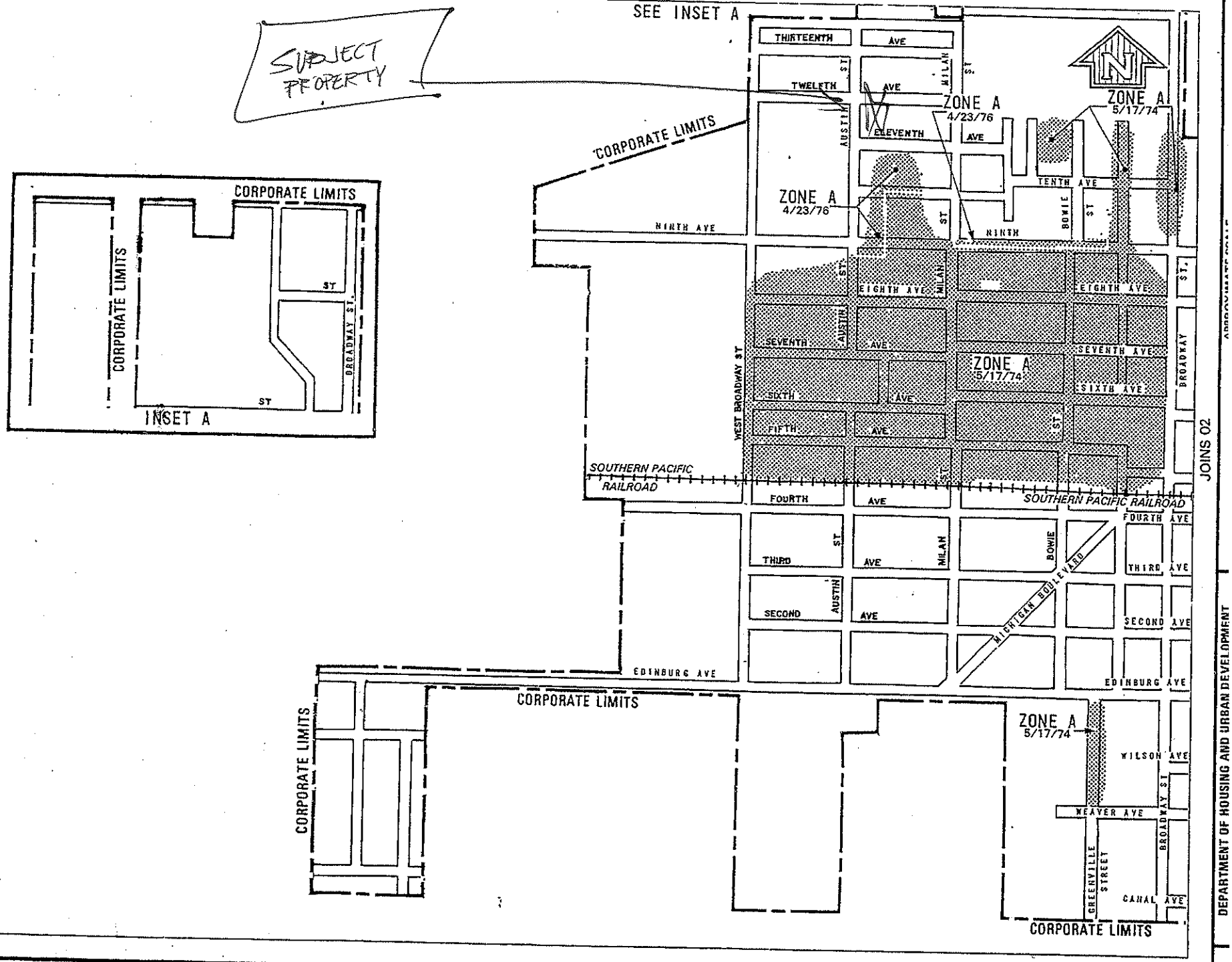

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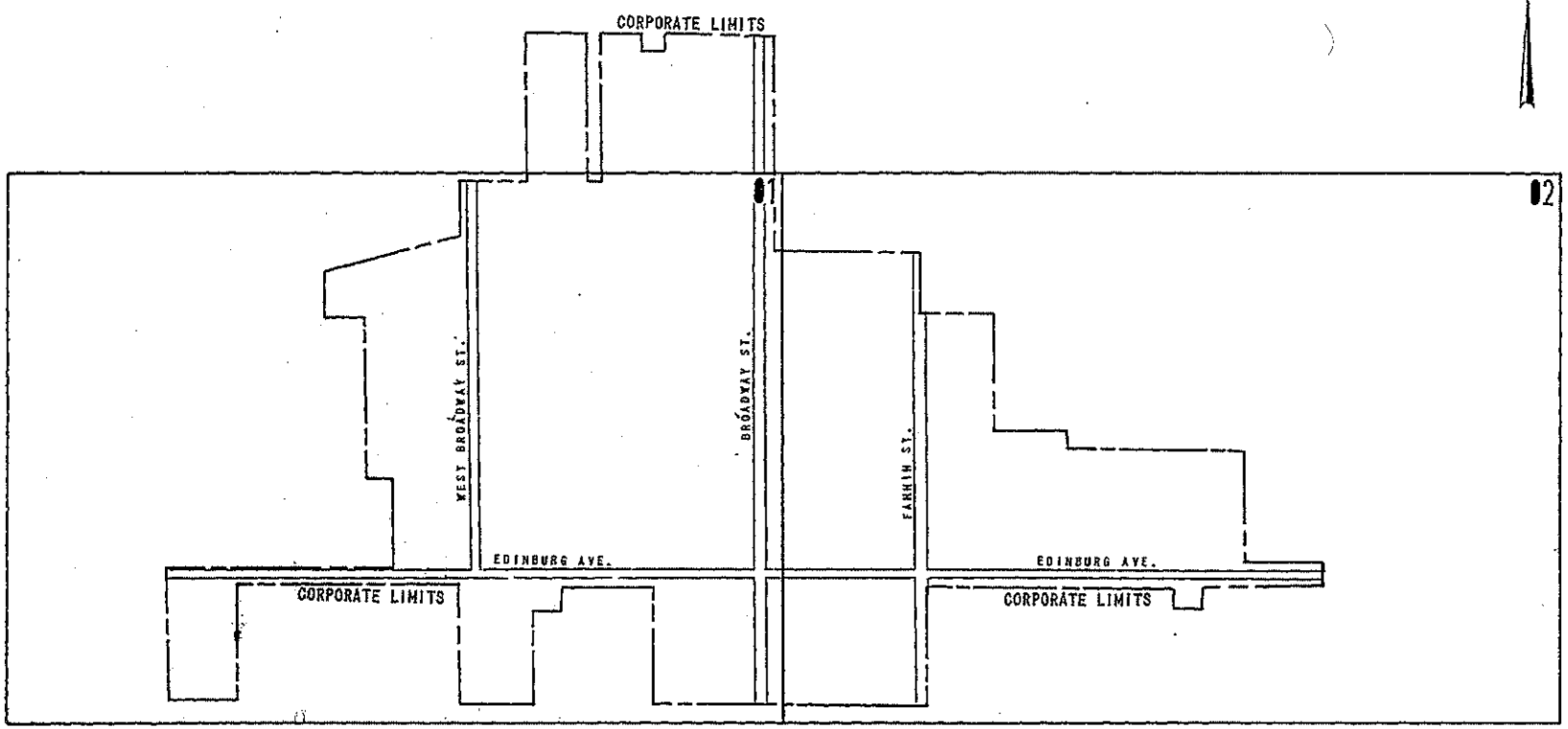


Maria Gomez 445 W. 11th Ave. Elsa, TX



445 W. 11th AVE ELSA, TX





LEGEND

SPECIAL FLOOD HAZARD AREA WITH DATE OF IDENTIFICATION — ZONE A DATE

Note: These maps may not include all Special Flood Areas in the community. After a more detailed st Special Flood Hazard Areas shown on these maps modified, and other areas added.

CONSULT NFIA SERVICING COMPANY OR LOCAL IN AGENT OR BROKER TO DETERMINE IF PROPERTIES COMMUNITY ARE ELIGIBLE FOR FLOOD INSURANCE.

INITIAL IDENTIFICATION DATE:
MAY 17, 1974

REVISION DATES:
4/23/76 ; SHOW CURVILINEAR BOUNDARY, AD REDUCE SFHA, CHANGE COMMUNITY BOUNDARY.

DEPARTMENT OF HOUSING AND URBAN DEVEL
Federal Insurance Administration

FLOOD HAZARD BOUNDARY MAP H-

MAP INDEX
CITY OF ELSA, TX
(HIDALGO CO.)

COMMUNITY NO. 480339A

Historic Pro
Microfic

Housing Rehab Program

ENTITY: Countywide Area

PROJECT: Approval for Assistance under the Owner-Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2013

SYNOPSIS:

The family is being recommended for applicant approval under the Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since March 2012 and has met all of the program requirements for assistance under the Owner-Occupied Housing Rehabilitation Program. The following is a profile of the project

Reynaldo Carreon Family of one (1)
CW#85-15-08

Does applicant meet Deferred Loan Requirements:	Yes
Title Search:	No Abstract or Liens
Flood Zone:	No – Zone X
Insurance:	**N/A**
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/A
Payback	No - Deferred Loan-Elderly
Number of Bedrooms:	2
Square Feet:	864
Does total annual household income exceed limits:	No
HUD Income Limits:	$ 28,150.00

Deferred Loan-Elderly

Existing Dwelling: 3 bedrooms frame home, built in 1985

RECOMMENDATION:

The UCP Staff recommends approval for assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioner's Court.

INITIAL INSPECTION

Date: 12-9-15 City: Elsa If County Wide, Precinct #: 1

Name of Applicant: Reynaldo Carreon Inspector: Eric Trevino

Address: 17906 Diana Dr Year House was Built: 1980

EXTERIOR

1. **Foundation Condition**: Good [ ] Repair [ ] Replace [ ]
   Foundation Type: Piers [ ] Concrete [ ]
   Is the foundation sound and free from hazards?

   Notes: Foundation is uneven with joists need to be adjusted for support may cause serious tripping hazard

   Dimension _35'__ x _20'___ Estimated Cost $ __1,500_____

2. **Exterior Walls**: Good [ ] Repair [ ] Replace [ ]
   Are the exterior surfaces sound and free from hazards?

   Notes: siding has rotted and jagged edges on sides and most areas and needs replacing

   Dimension _35'__ x _20'___ Estimated Cost $ _4,800___

3. **Windows**: Good [ ] Repair [ ] Replace [ ]

   Notes: Most windows not locking and opening and shutting proper and difficult to open and damaged panes

   Qty _6____ Estimated Cost $__1,700____

4. **Doors**: Good [ ] Repair [ ] Replace [ ]

   Notes: Front door frame damaged and needs replacing for security reasons

   Qty __1___ Estimated Cost $ _400___

5. **Overhang / Trim**: Good [ ] Repair [ ] Replace [ ]

Notes: Overhand has rot and missing areas from longer exposure to weather and not drip edge
Trim also had some rot areas due to weather exposure

Dimension _35'__ x _20'__ Estimated Cost $ _1,200____

6. **Roof**: Good [ ] Repair [ ] Replace [x]
Front Porch Roof Good [ ] Repair [ ] Replace [x]
Rear Porch Roof Good [ ] Repair [ ] Replace [x]

Is the roof sound and free from hazards?

Notes: Roof shingles appear old and brittle need replacing

Dimension _35'__ x _20'___ Estimated Cost $ _1,200_____

7. **Other Exterior Structural Observations (stairs, rails, ramps, etc..)**:
No rails on front or rear; rear landing is rotted and unstable.

Estimated Cost $ __500___

8. **Sewer Connected to City Main Line** [ ]
Yard Line: Good [ ] Repair [ ] Replace [ ]

Notes: N/A

Dimension ____ x ____ Estimated Cost $ _____

9. **Septic Tank**: Good [ ] Repair [ ] Replace [x]
Sewage Connected to Septic System [ ]
# of years with current Septic System: 30+ years

Is plumbing free from sewer back up?

Yard Line & Drain Field: Good [ ] Repair [ ] Replace [ ]

Notes: recommend cleaning to prevent backing up

Estimated Cost $ __500____

10. **Water Line:** Good [ ] Repair [ ] Replace [ ]

Notes: _____

_____

Estimated Cost $ _____

11. **Gas Line:** Good [ ] Repair [ ] Replace [ ]
LP Gas Line & Tank to Code Relocate [ ] Replace [ ]

Notes: N/A _____

_____

Estimated Cost $ _____

12. **Other observations about all Exterior Plumbing / Drains / Sewer:** _____
Has some exposed plumbing in south side of property _____

Estimated Cost $ 500

13. **Electrical Lines:** Good [ ] Repair [ ] Replace [ ]

Electrical Hazards – is the exterior of unit free from electrical hazards?

Yes [ ] No [ ]

Location(s): Front and rear _____

Notes: Has exposed wires _____

_____

Estimated Cost $ 1,400

INTERIOR

14. Describe **Flooring Conditions** for Entire Dwelling: floor has some lifted food tiles that need To be adjusted and reinstalled _____

_____

Describe Specific Floor **Problem Areas**: Floor is uneven causing lifting of tiles and tripping hazards _____

Is Floor Reparable Yes [x] No [ ]

Notes: It needs to be leveled to the highest point of finish floor and replace/re-install tile _____

_____

Dimension 35' x 20' Estimated Cost $ 3,000

15. Condition of **Kitchen Cabinets**: Good [ ] Repair [ ] Replace [x]

Notes: had different types of cabinets, not leveled

Dimension 24" x 72" Estimated Cost $ 3,300

16. **Ceiling Coverings**: Good [ ] Repair [ ] Replace [ ]

Notes: Has some water stains, texture not consistent due to patch work, has tape pealing from structural shifting, evidence of termites

Dimension ___ x ____ Estimated Cost $ 1,200

17. **Wall Coverings**: Good [ ] Repair [ ] Replace [X]
Interior Trim Good [ ] Repair [ ] Replace [X]
Interior Finish (Wall Texture) Good [ ] Repair [ ] Replace [X]

Notes: cracks, holes termite evidence and

Dimension 35' x 20' Estimated Cost $ 700

18. **Water Heater**: Good [ ] Repair [ ] Replace [x]
Is hot water heater located and equipped in a safe manner and free of hazards?

Notes: water heater closet and flooring not finished no water resistance paint or door

Plumbing: Good [ ] Repair [ ] Replace [ ]
Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?

Notes: plumbing is old and appears to have had been worked on several times

Estimated Cost $ 1,800

19. **Insulation**: Good [ ] Repair [x] Replace [ ]

Are the attic and walls appropriately insulated for regional conditions?

Notes: Minimal insulation in perimeter walls and attic

Dimension _____ Estimated Cost $ 1,800

20. **Lead Base Paint Assessment** Required [ ] Not Required [x]

Estimated Cost $ _____

21. **Infestation** – Is the unit free from rats or severe infestation by mice or vermin?

Yes [x] No [ ]

Notes: rats, mice roaches, termites etc.

Estimated Cost $ _____

22. **Electrical Hazards** – are the rooms free from electrical hazards?:

Yes [ ] No [x]

Location(s): throughout

Notes: Missing fixtures, exposed live wires, no gfi/gfci in sink areas or exterior

Dimension ___ x ___ Estimated Cost $ 2,800

23. **INSPECTORS FINAL RECOMMENDATION (Rehab. or Recon. – list reasoning for recommendation): Recommend demolition and reconstruction due repairs exceeding over 50% of value of dwelling and will be triggering policy for Reconstruction**

- Note - If more room is needed, attach additional sheet.

Total Rehab Estimated Cost $ 25,300

Current Value of Structure $ 14,395

50% Value $ 7,197.50

Inspector

5-22-15
Date

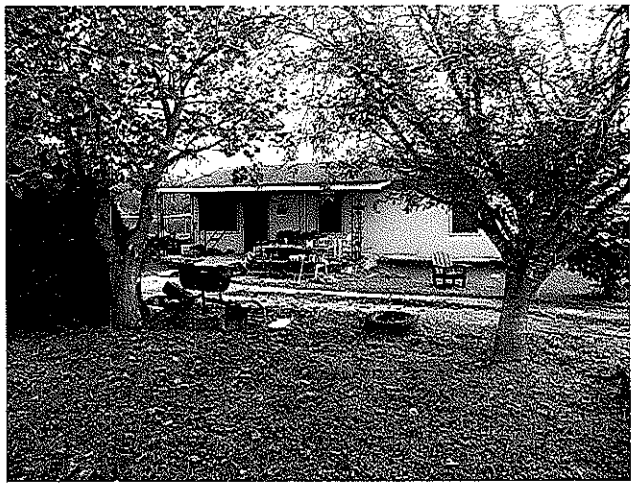
Division Director Approval

6/1/15
Date

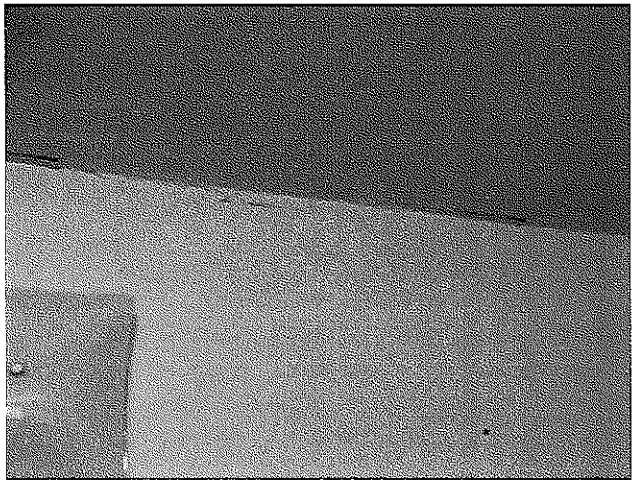

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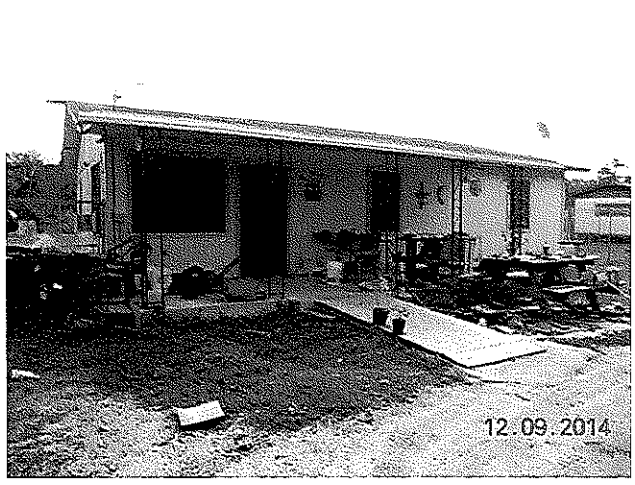


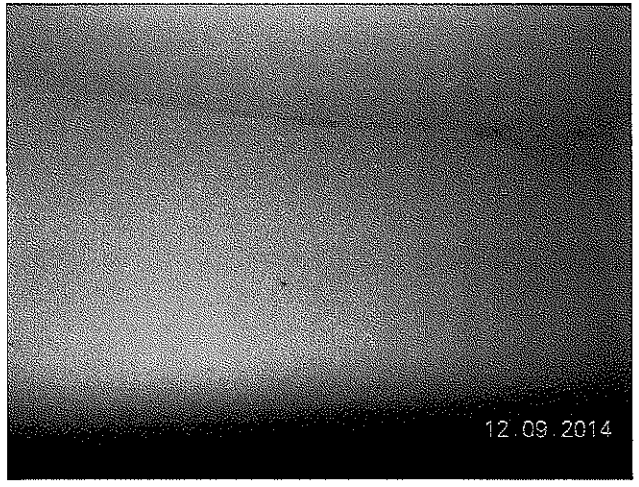


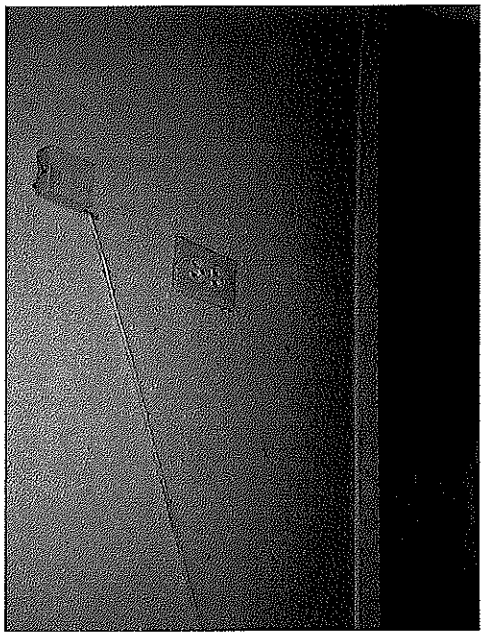

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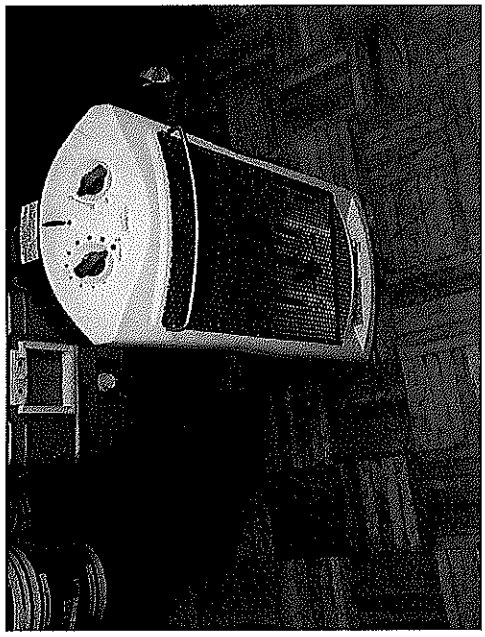


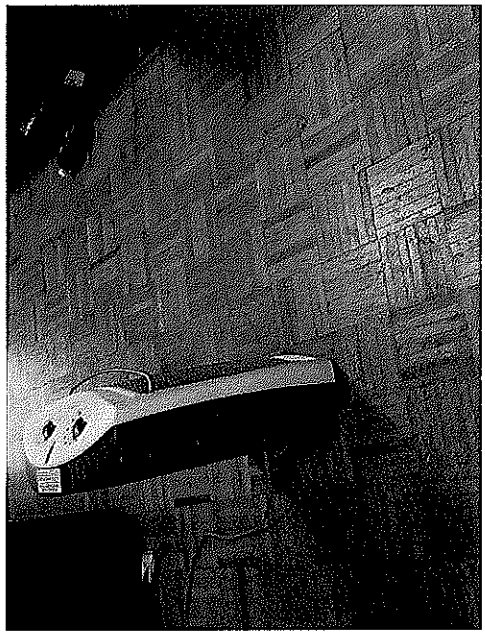


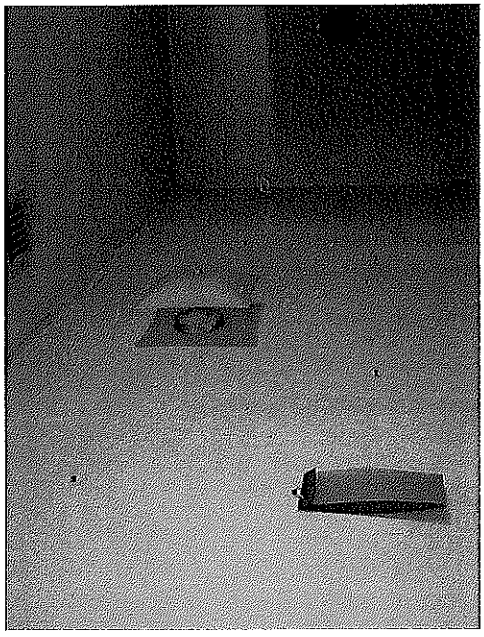

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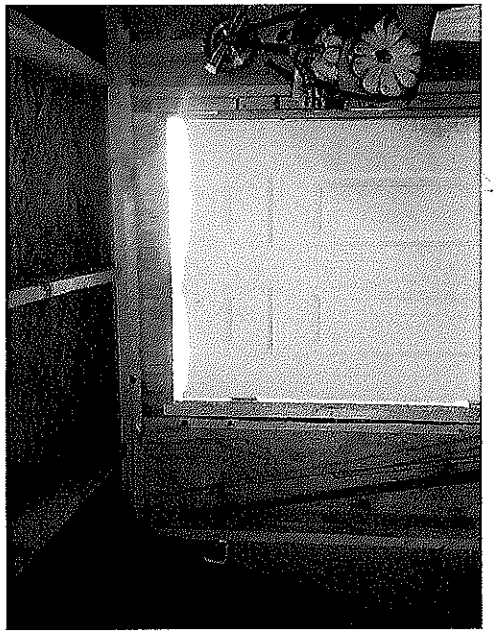

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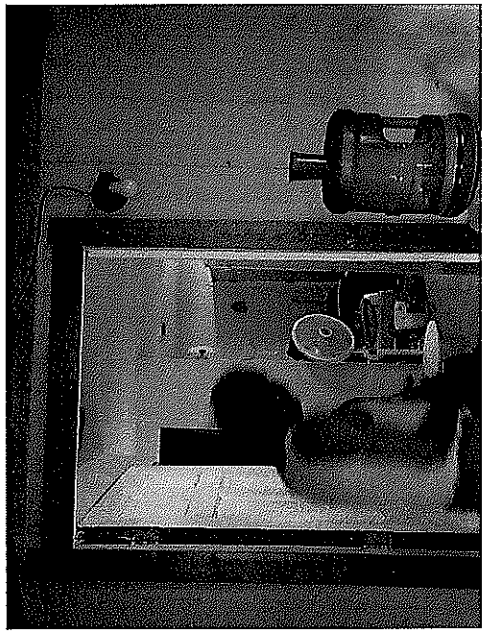


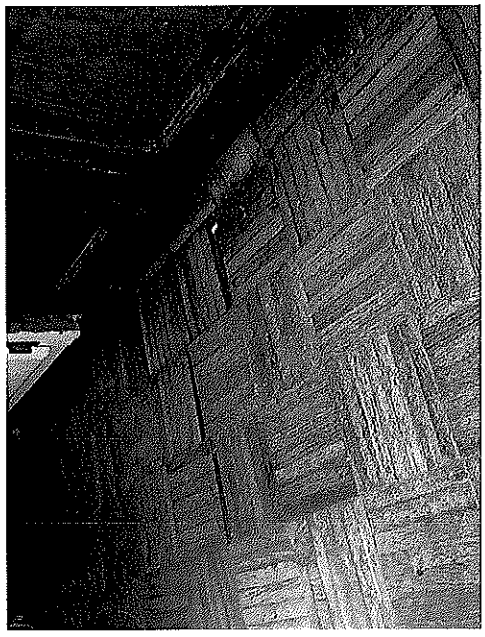


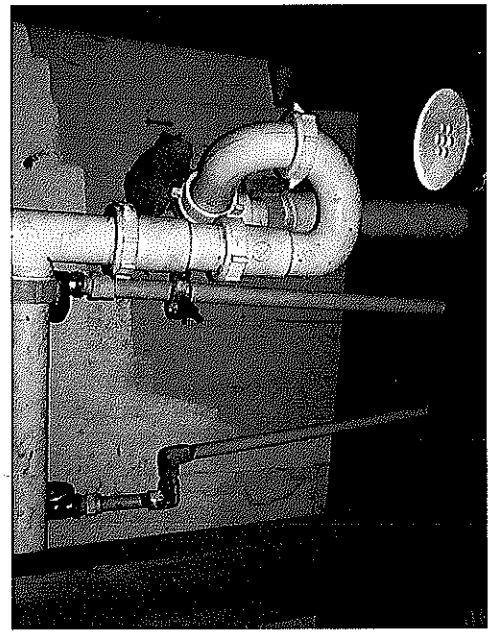


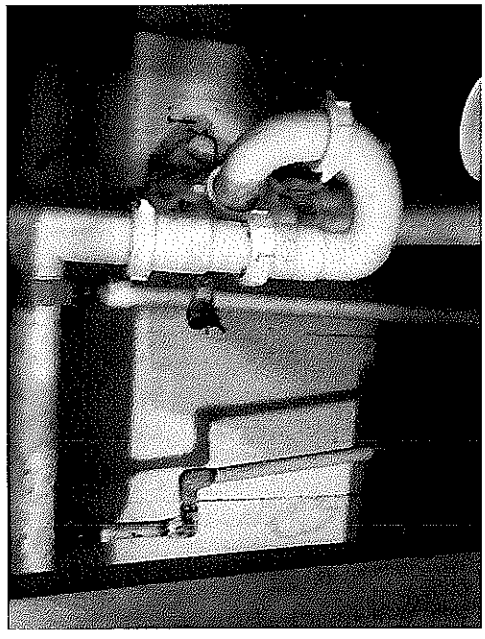


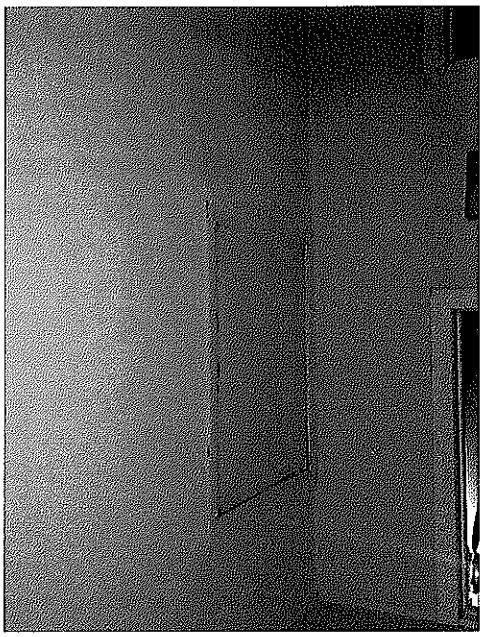
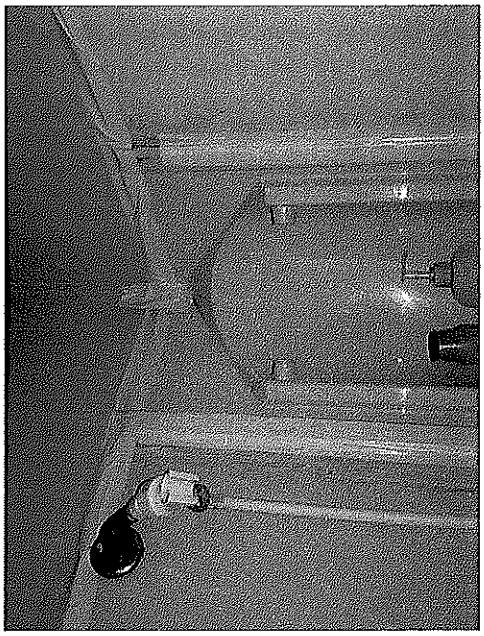
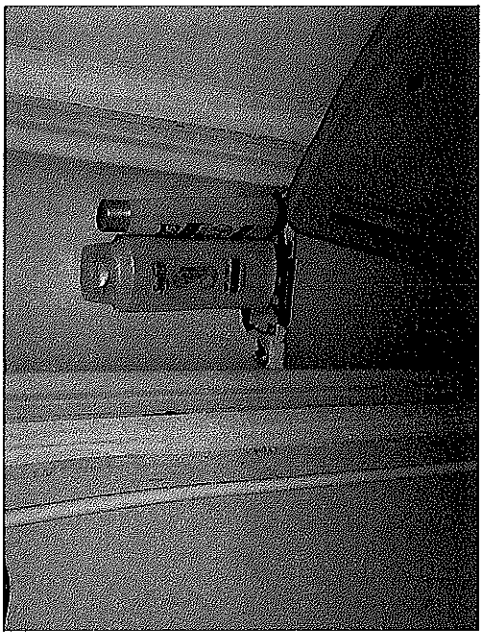


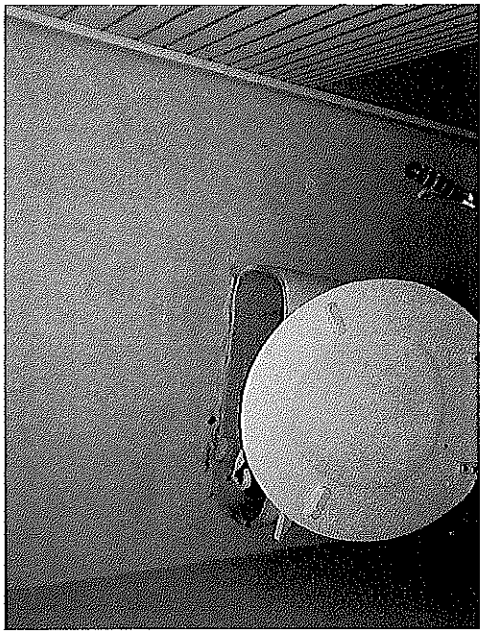
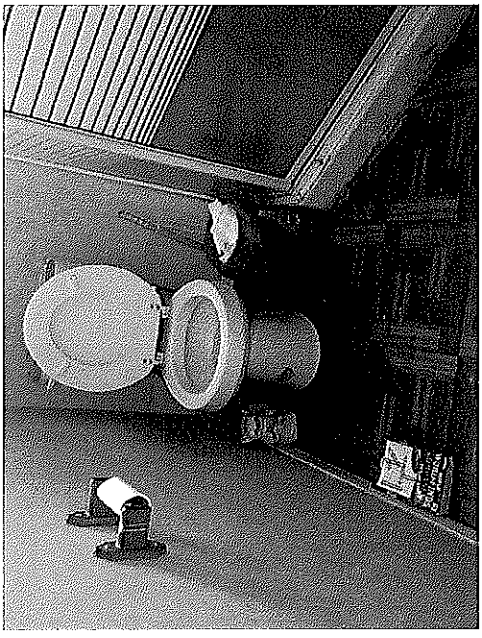


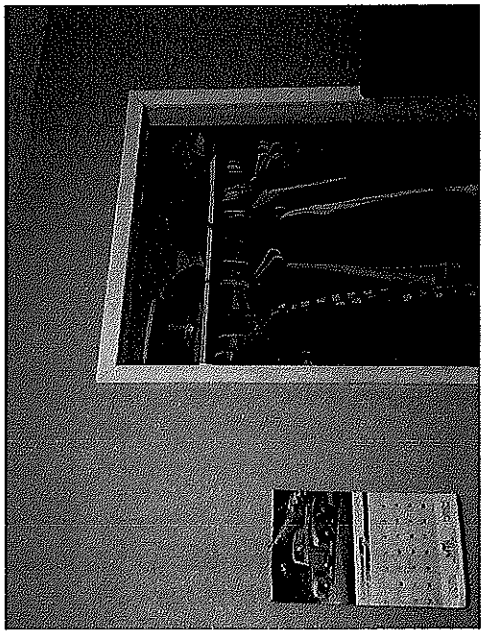
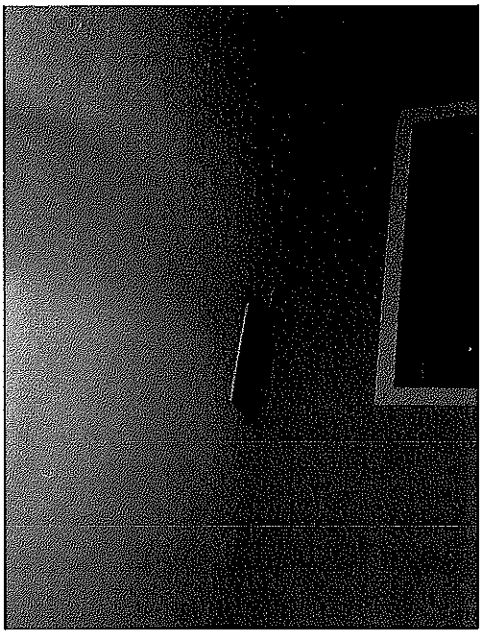


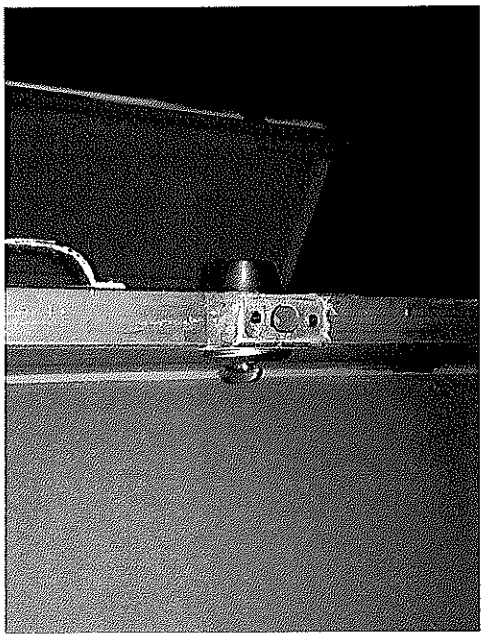


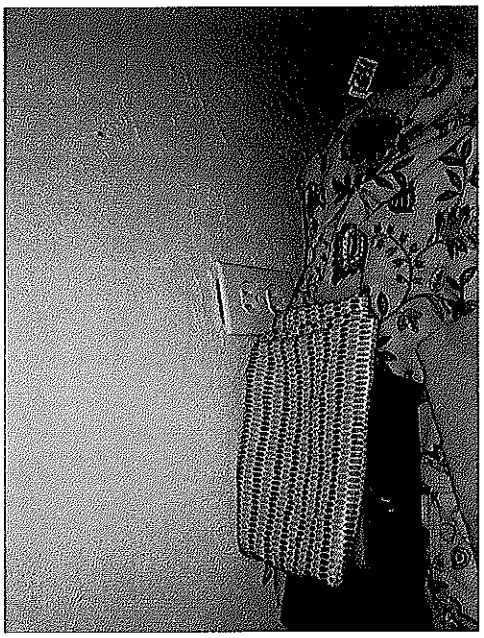
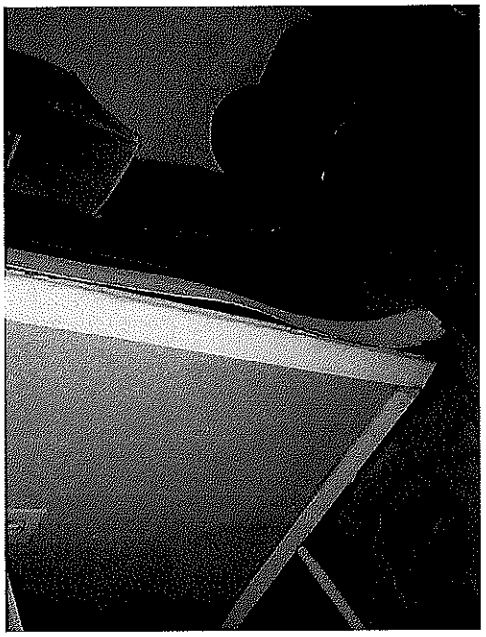
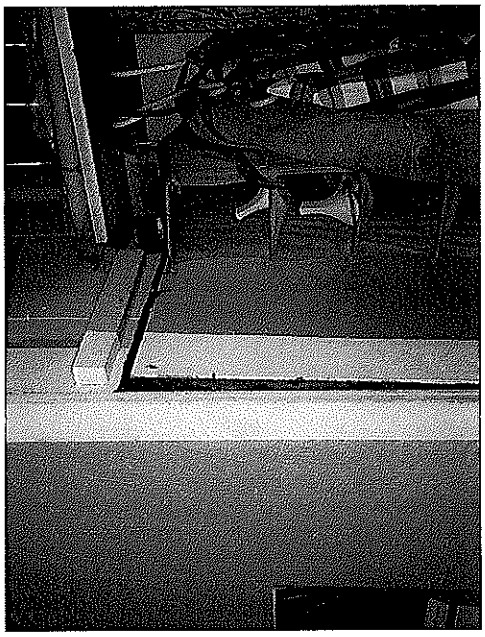
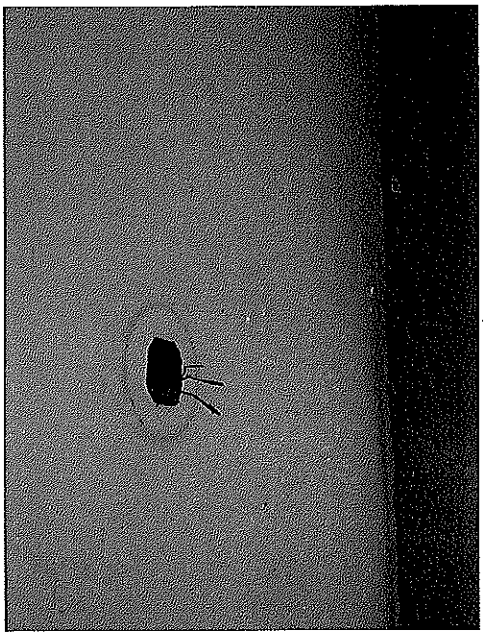


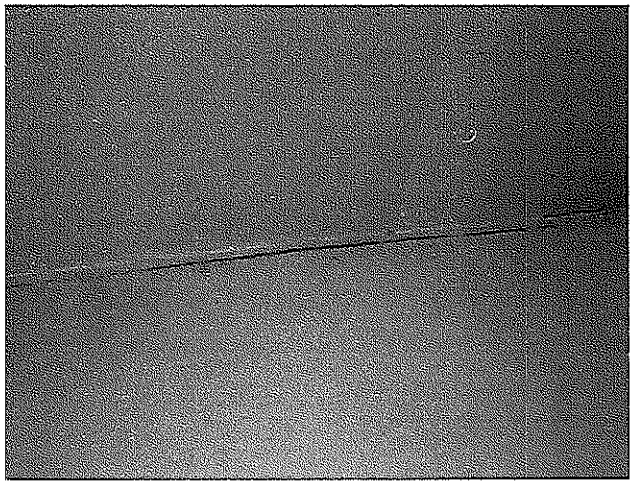
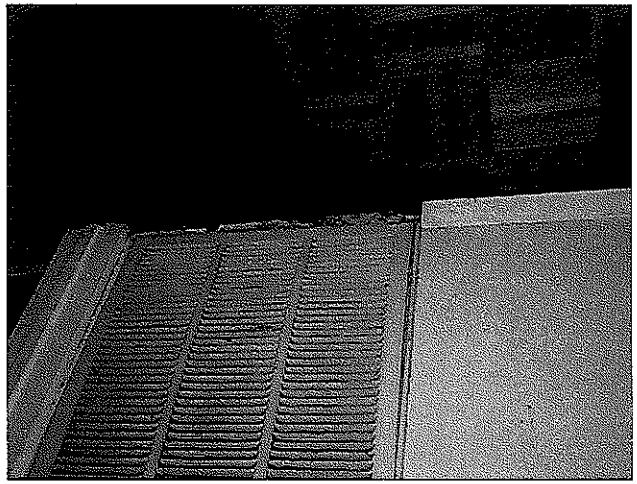
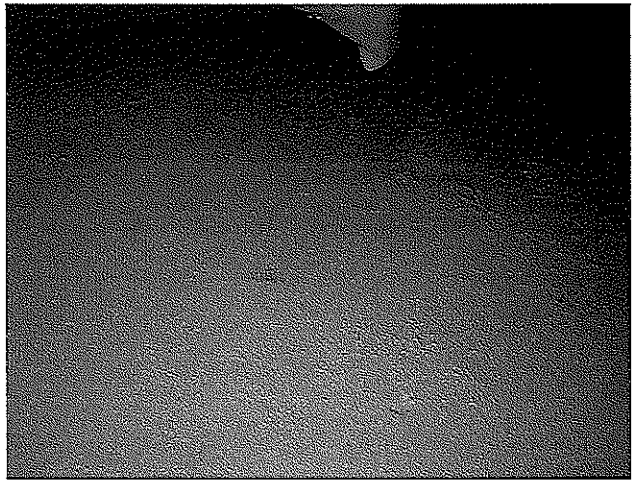



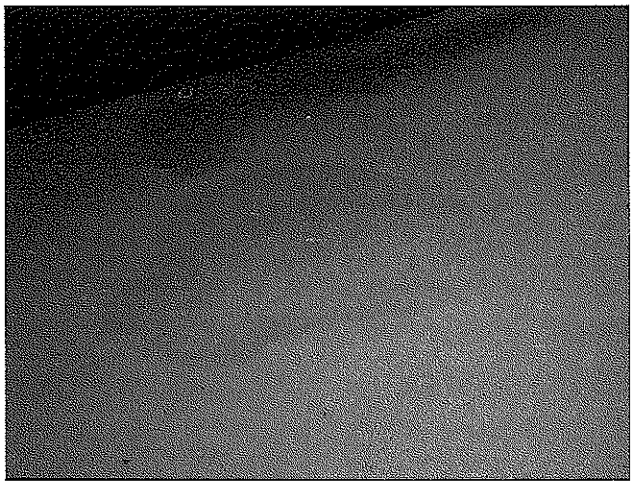
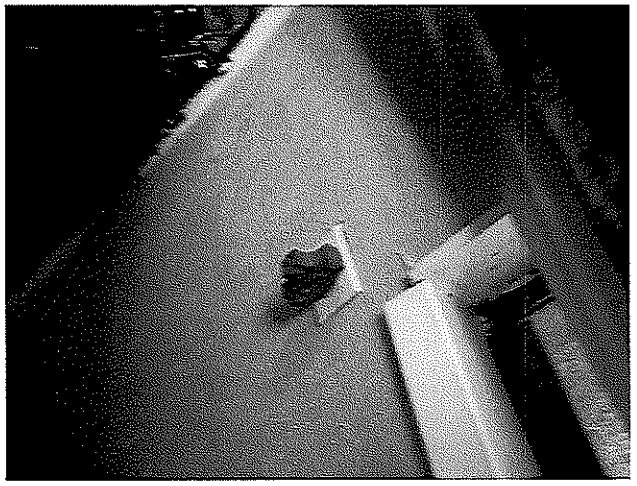


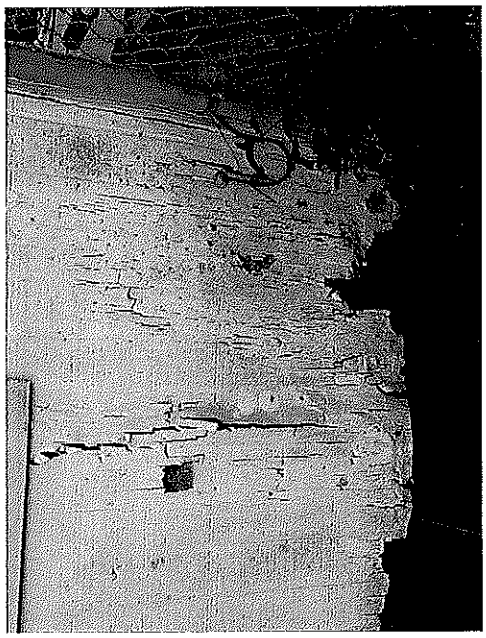
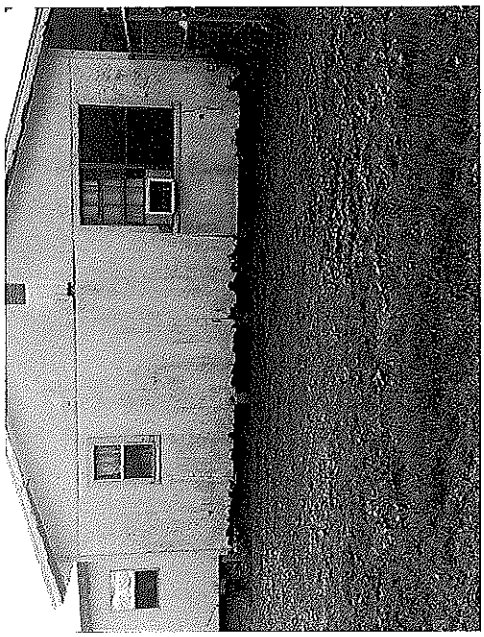
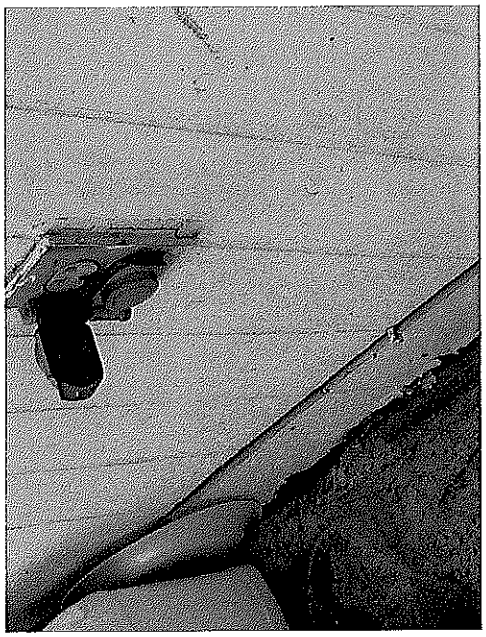





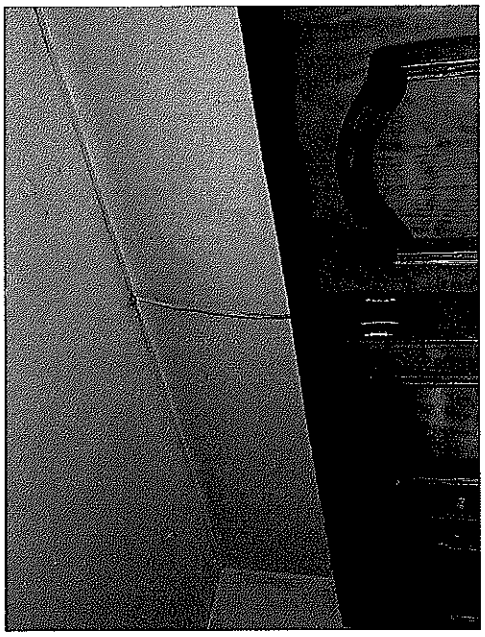




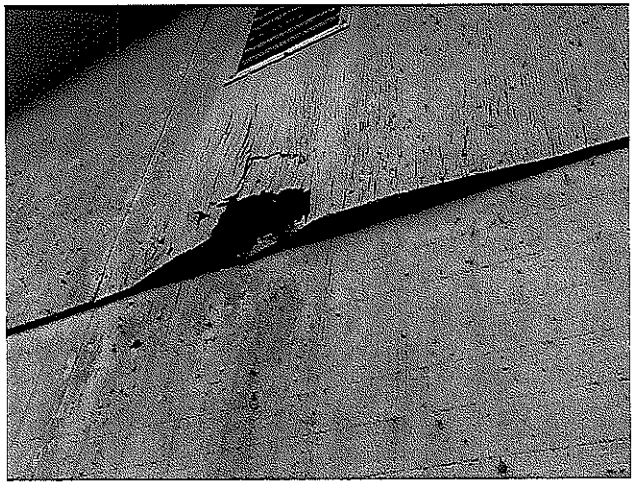





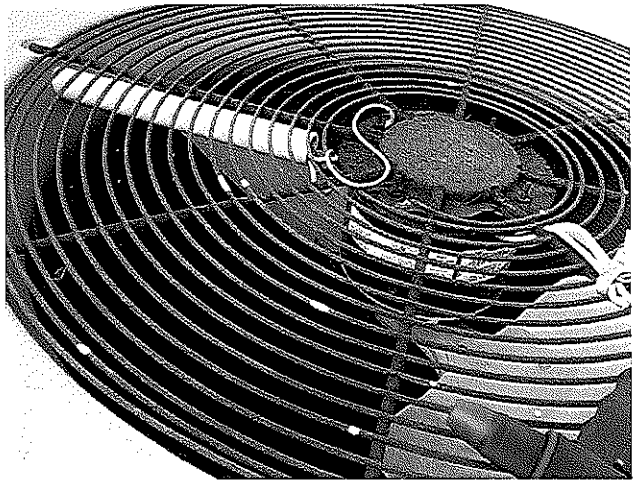









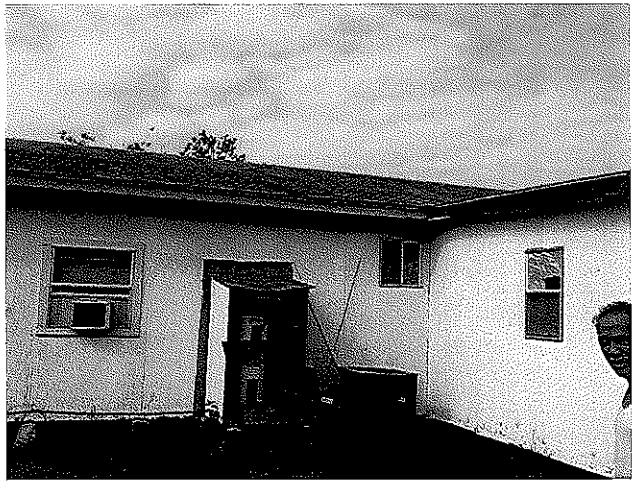



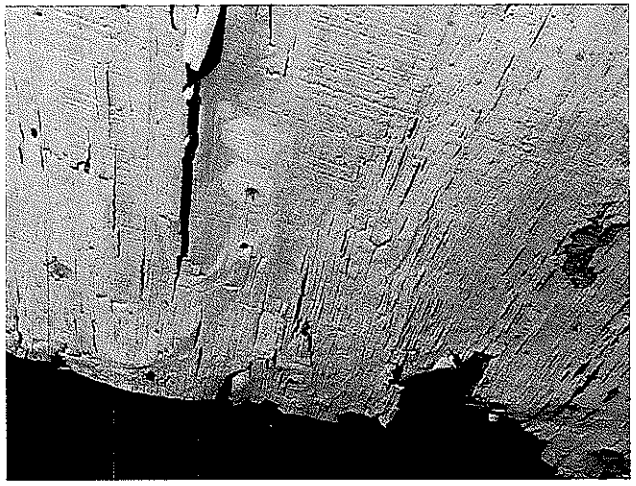




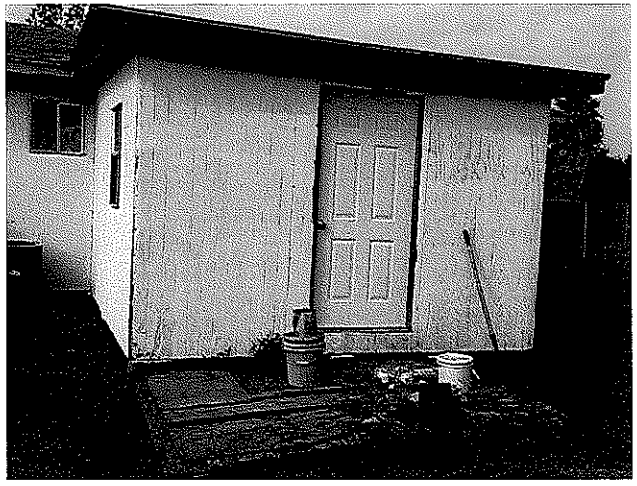


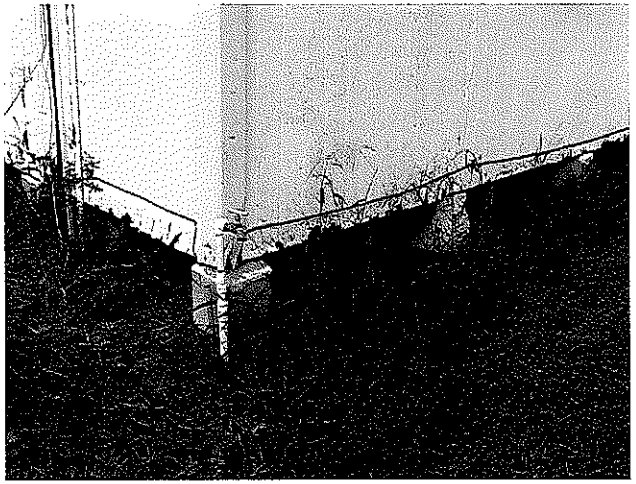
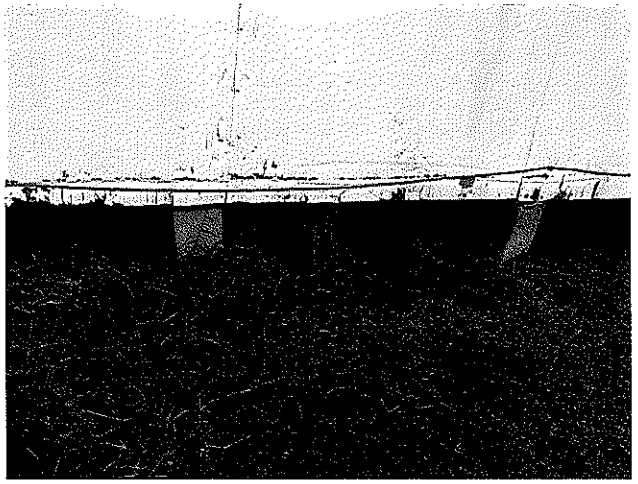




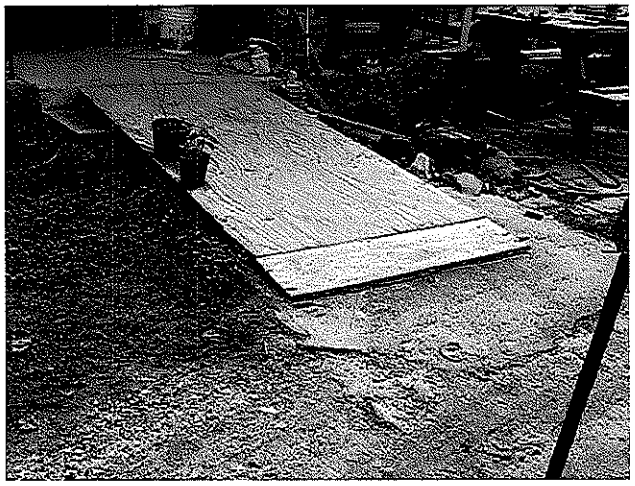






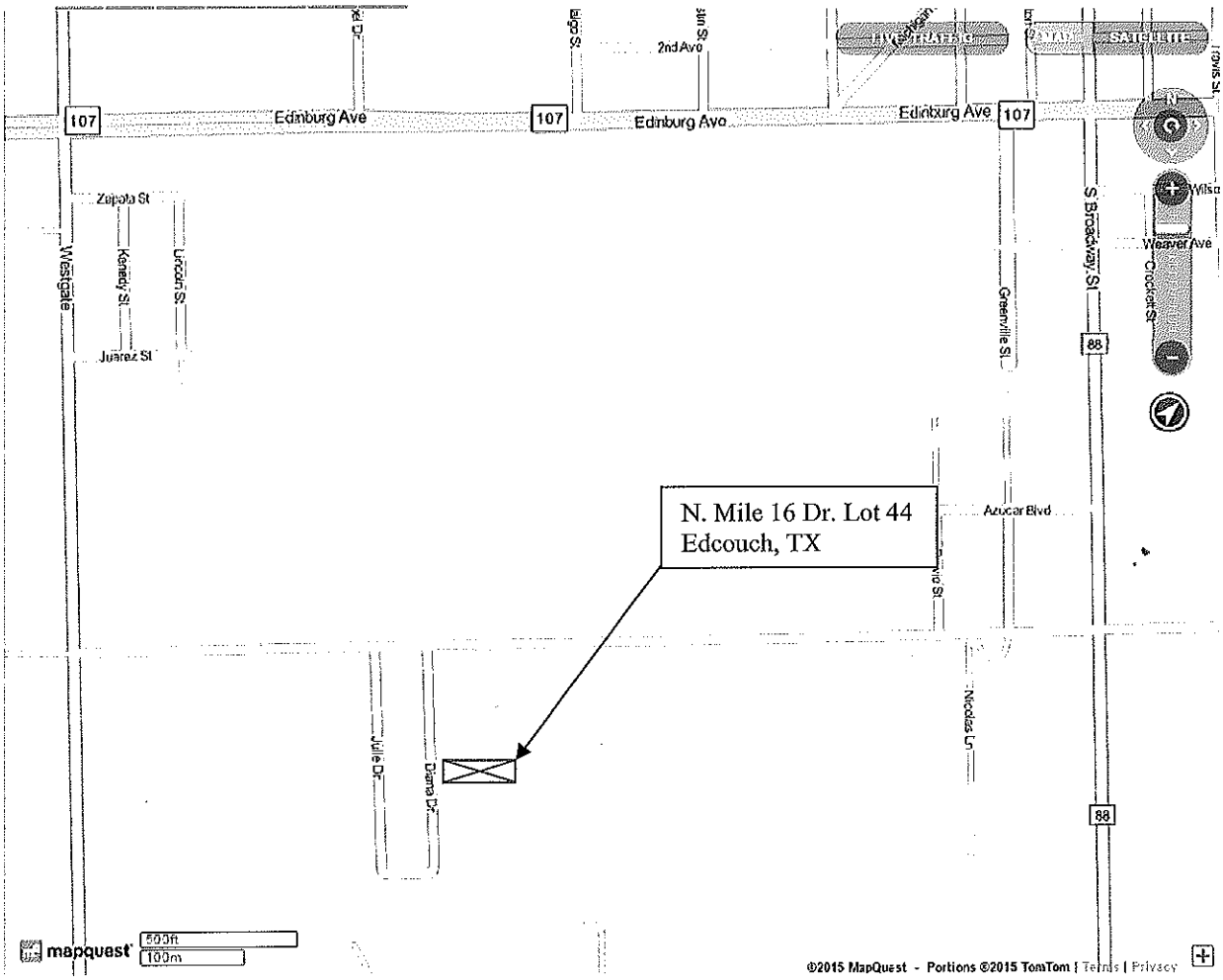






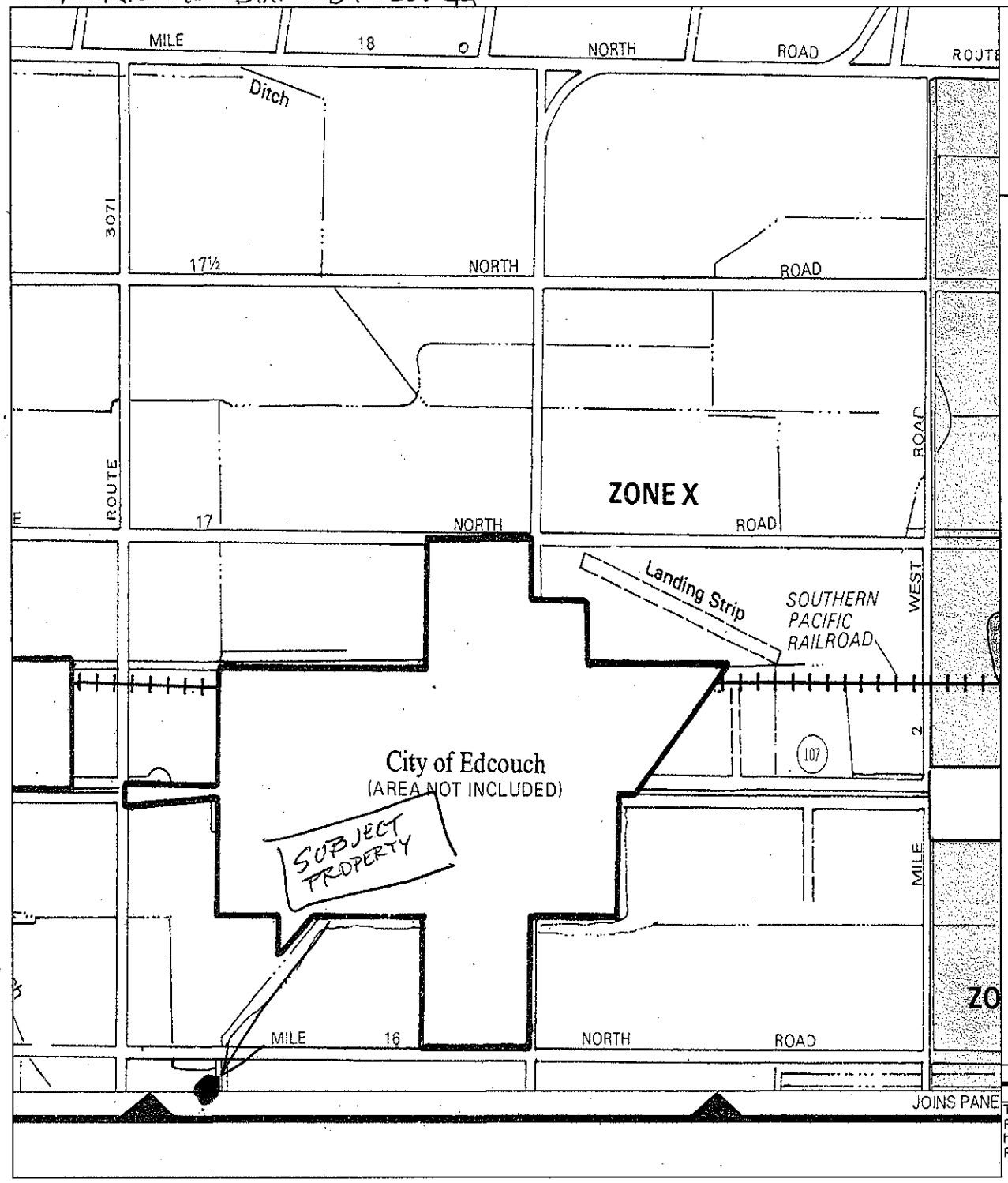




Reynaldo Carreon N. Mile 16 Diana Dr. Lot 44 Edcouch , TX



N MILE 16 DIANA DR LOT 44



insurance agent or call the National Flood Insurance Program at (800)

APPROXIMATE SCALE

2000 0 2000 F

NATIONAL FLOOD INSURANCE PROGRAM

FIRM

FLOOD INSURANCE RATE MAP

HIDALGO COUNTY, TEXAS
(UNINCORPORATED AREAS)

(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
480334 0350 C

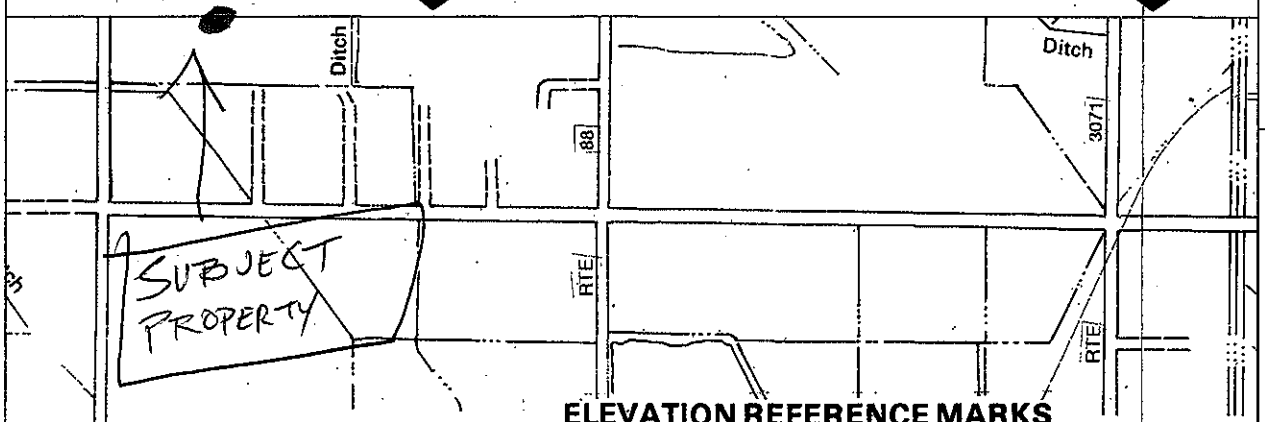
MAP REVISED:
JUNE 6, 2000

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using FIRMette - Desktop version 3.0. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. Further information about National Flood Insurance Program flood hazard maps is available at http://www.msc.fema.gov/.

N. MILE 16 DIANA DR LOT 44

B C



ELEVATION REFERENCE MARKS

REFERENCE MARK	ELEVATION (FT.NGVD)	DESCRIPTION OF LOCATION
RM1-450	57.42	A cotton pin spindle in a power pole on the southeast corner of th intersection of Mile 15-1/2 North and Base Line Road.
RM 2-450	59.61	A cotton pin spindle in a power pole on the northwest corner o the intersection of Mile 15 North Road and Mile 2 East Road.
RM 3-450	56.00	A disk stamped "T657 1942" set in the top of a concrete post 2.8 miles northwest along the Southern Pacific Railroad from Santa Rosa Station, 14 feet west of milepost 162.
RM 4-450	60.33	A disk stamped "A686 1942" on the east headwall of a concrete irrigation ditch culvert, on Base Line Road (Farm Market 491) 8.6 miles north of U.S. 83 at Mercedes.
RM 5-450	57.36	A square cut into a concrete irrigation structure 430 ft. west o centerline of Mile 1 east 0.5 miles west of Mile 14-1/2 North Road.
RM 6-450	53.29	A cotton pin spindle in a power pole on the northeast corner of th intersection of State Highway 107 and Farm Market 1425.
RM 7-450	59.82	Iron rod set approximately 25 feet west of southwest corner of bridge at Mile 2 West Road and East Lateral Drain.
RM 8-450	59.93	Iron rod set approximately 3 feet north and east of northeast corner of bridge at Mile 12 1/2 North Road and East Lateral Drain.
RM 9-450	63.46	A cotton pin spindle in a power pole on the southeast corner of th intersection of Mile 12 North Road and a road leading north, 0.25 mile east of Base Line Road (Farm Market 491).
RM 10-450	63.11	Iron rod set approximately 1587 feet south of Mile 12 Road and approximately 2 feet west of East Lateral Drain.

APPROXIMATE SCALE

2000 0 2000

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

HIDALGO COUNTY, TEXAS
(UNINCORPORATED AREAS)

(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
480334 0450 C

MAP REVISED:
JUNE 6, 2000

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using FIRMette - Desktop version 3.0. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. Further information about National Flood Insurance Program flood hazard maps is available at http://www.msc.fema.gov/.

AI-49885 **Urban County** **11. B.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval to renew 2015-2016 membership dues in the amount of $1,545.00 to the National Community Development Association for Hidalgo County Urban County Program. (Membership dues covering the period July 1, 2015 through June 30, 2016)

BACKGROUND

The National Community Development Association (NCDA) continues to be committed to the goal of assisting local governments in achieving high quality, locally- responsive programs for making communities better places in which to live and work. Membership in NCDA is critical in the fight to protect and preserve funding for safe, decent and affordable housing along with other community development programs.

Fiscal Impact

Attachments

Membership NCDA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/28/2015 04:52 PM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM

Form Started By: Sandra Regalado Started On: 05/28/2015 10:55 AM

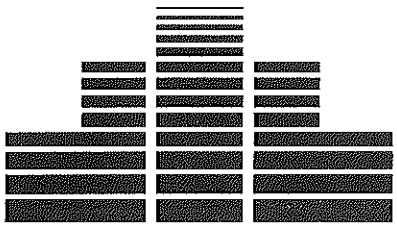
Final Approval Date: 06/05/2015

PRESIDENT
Michael Look
Seattle, WA

SECRETARY-TREASURER
Bonnie Moore
Shreveport, LA

IMMEDIATE PAST PRESIDENT
Alfred J. Faella
Union County, NJ

EXECUTIVE DIRECTOR
Cardell Cooper



NATIONAL COMMUNITY DEVELOPMENT ASSOCIATION

1825 K Street, NW Suite 515 Washington, DC 20006 ▪ Tel: (202) 293-7587 ▪ Fax: (202) 293-2820
Website: www.ncdaonline.org

Affiliated with the National League of Cities and the U.S. Conference of Mayors

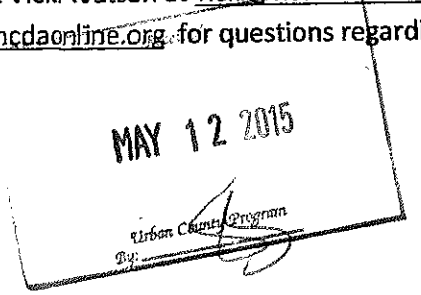
Dear NCDA Member:

You are well aware of the importance of Community Development Block Grant (CDBG), HOME, and other funds from the US Department of Housing and Urban Development to the quality of life for your community. No matter how big or small your jurisdiction, and no matter how large or little your entitlement amounts, you know that every dollar from HUD helps the low- and moderate-income residents and businesses in your neighborhoods. As President of the National Community Development Association (NCDA), I thank you for supporting our organization. We have a strong dedication to maintaining and building support for these HUD programs and to developing and equipping you and your colleagues with the tools needed to succeed.

NCDA provides:

- Quality, experienced representation in Washington, D.C. on behalf of HUD's vital programs
- Advocacy to US HUD headquarters' staff on your behalf to support your efforts to implement community development, public services and affordable housing programs in accountable, effective, and efficient ways
- Professional development and networking opportunities
- Formal trainings on CDBG and HOME administration and program issues
- Leadership in the CDBG Coalition to ensure a unified voice in the halls of Congress for our programs
- "Inside information" on Congressional maneuvering on the CDBG and HOME budgets and programmatic proposals such as attempts to reduce the CDBG planning and administration cap or to eliminate public services as an eligible use of CDBG funds

Your continued support for NCDA ensures that this work proceeds without interruption. Enclosed is your commitment form and invoice for the coming year. Membership dues are an allowable expense under CDBG and HOME program administration funds. I hope you will help me renew NCDA's strength and capacity to work on our behalf by renewing your membership today. Please contact Vicki Watson at vicki@ncdaonline.org for questions regarding the organization and Karen Parker at Karen@ncdaonline.org for questions regarding your invoice or dues.



Sincerely,

Michael A. Look

Michael Look, City of Seattle
President, NCDA

MISSION . . .

To assist local governments to achieve high-quality, locally responsive programs for making communities better places to live and work, particularly for low and moderate income people.

Renewal Invoice

NCDA Membership

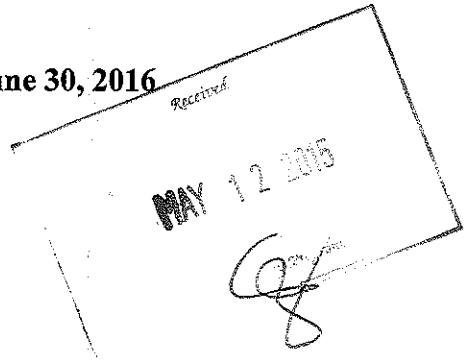
National Community Development Association

522 21st Street, N.W. * Suite 120 * Washington, D.C. 20006
Phone: 202-293-7587 * Fax: 202-887-5546

Ms. Diana R. Serna
Director, Urban County Program
County of Hidalgo
427 E. Duranta Avenue, Suite 107
Alamo, Texas 78516

Invoice Date	Invoice Number	Purchase Order Number
May 8, 2015	MEMB-2015-2016-644	

	Cost
Membership dues covering the period July 1, 2015 through June 30, 2016	$1545.00



Please make checks payable to National Community Development Association

TO THE COUNTY AUDITOR

AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

I, DIANA R. SERNA, do hereby state that my membership in the NATIONAL COMMUNITY DEVELOPMENT ASSOCIATION, on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County, I further state to the best of my knowledge and belief the following;

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

SIGNATURE: Diana R Serna Date: 5-28-15

TITLE: DIRECTOR

Before me Sandra Regalado, a Notary Public, appeared DIANA R. SERNA, and on her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

SANDRA REGALADO NOTARY PUBLIC STATE OF TEXAS EXPIRES JANUARY 17, 2017

Sandra Regalado

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Authority To Obtain Affidavit: LGC§ 113.064(b)
Authority to Pay Membership Dues: LGC§ 89.002

Funding Year 2013
Acct # 5014-99-2101-6501-P9900

AI-49981 **Urban County** **11. C.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval to renew 2015-2016 membership dues in the amount of $50.00 to the National Community Development Association, Region VI for Hidalgo County Urban County Program.
(Membership dues covering the period July 1, 2015 through June 30, 2016).

BACKGROUND

The National Community Development Association (NCDA) continues to be committed to the goal of assisting local governments in achieving high quality, locally- responsive programs for making communities better places in which to live and work. Membership in NCDA is critical in the fight to protect and preserve funding for safe, decent and affordable housing along with other community development programs.

Fiscal Impact

Attachments

Membership NCDA Region VI

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	06/04/2015 12:03 PM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM

Form Started By: Sandra Regalado Started On: 06/04/2015 10:30 AM

Final Approval Date: 06/05/2015

National Community Development Association Region VI – Southwest

NCDA Region VI represents local governments in a five state are (Texas, Oklahoma, New Mexico, Louisiana and Arkansas) that are striving for the necessary knowledge and skills for more effective community development. We are part of the National Community Development Association, a national non-profit that serves as a clearing house of ideas for local government officials and federal policy-makers on issues effecting America's communities.

My Organization wishes to become a new member of NCDA REGION VI: ____ $50.00
My Organization wishes to renew our membership: __X____ $50.00
(Only one membership per organization is required)

Name of Organization: Hidalgo County Urban County Program

Name of Organization Executive Director or representative: Diana R. Serna

Mailing Address: 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516

Telephone: (956) 787-8127 Fax: (956) 318-2988

Email: diana.serna@co.hidalgo.tx.us

Please submit this registration form with a check made out to NCDA Region VI- Southwest for $50.00.
Registration will be for July 1, 2015 through June 30, 2016.
Please remit dues to the NCDA Region VI – Southwest, Secretary /Treasurer at the following address:

Barbara Ross
Community Development
601 E Hickory St. Ste b
Denton, Texas 76205

Phone: 940-349-7235 **Email: barbara.ross@cityofdenton.com**

All memberships due are used to support the NCDA Region VI-Southwest Association annual conference, accounting support, publications, training, scholarships and support of the National Association.
JOIN NOW TO ENSURE THAT YOUR COMMUNITY OR ORGANIZATION RECEIVES ALL FUTURE MAILINGS CONCERNING NCDA REGION VI ACTIVITIES!

AI-49987 **Auditor's Office** **12. A.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Discussion, consideration and approval to process the City of Mission 2014-2015 TIRZ payment, in the amount of $2,060,674.90 pursuant to the interlocal agreement between the City of Mission, Hidalgo County, and the Reinvestment Zone No. 1, City of Mission.

BACKGROUND

Fiscal Impact

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	06/04/2015 01:47 PM
Glinda Pacheco	Glinda Pacheco	06/04/2015 04:39 PM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM

Form Started By: Maria Medina Started On: 06/04/2015 01:41 PM

Final Approval Date: 06/05/2015

THE STATE OF TEXAS

COUNTY OF HIDALGO

(432) 580-8650

AGREEMENT

I. PARTIES

A. Address

THIS AGREEMENT ("Agreement") is made by and between the CITY OF MISSION, TEXAS ("City"), a municipal corporation and home-rule city of the State of Texas principally situated in the County of Hidalgo, acting by and through its governing body, the City Council; HIDALGO COUNTY ("County"), located at 100 E. Cano, Edinburg Texas 78539; and the REINVESTMENT ZONE NUMBER ONE, CITY OF MISSION, TEXAS (the "Reinvestment Zone"), a reinvestment zone created by the City of Mission pursuant to Chapter 311 of the Texas Tax Code, acting by and through its Board of Directors. This Agreement is made pursuant to Section 311.013 of the Texas Tax Code, which Section permits a taxing unit to enter into agreements to pay into the tax increment fund any of its tax increment produced from property located in a reinvestment zone.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other parties, are as follows:

City	County	The Reinvestment Zone
City Manager or Designee City of Mission, Texas 900 Doherty Mission, Texas 78752	Hidalgo County Attention County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539	Reinvestment Zone Number One, City of Mission, Texas Attention: Chairman c/o Mission Economic Development Authority PO Box 968 Mission, Texas 78573-0968

201 E. 8th Street Mission, TX 78757

X6

B. Index

The City, the County and the Reinvestment Zone hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

Section/Description	Page
I. PARTIES	1
II. DEFINITIONS	5
III. BACKGROUND	6
IV. OBLIGATIONS OF THE COUNTY	6
V. OBLIGATIONS OF CITY AND THE REINVESTMENT ZONE	8
VI. TERM AND TERMINATION	8
VII. MISCELLANEOUS	8

Exhibit "A" - City of Mission Ordinance No. 2683

Exhibit "B" – City of Mission Resolution No. 1022

C. Parts Incorporated

All of the above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

XG·A

IN WITNESS HEREOF, the City, the County and the Reinvestment Zone have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF MISSION, TEXAS,
a home rule municipality

4-8-02
City Mayor Date

ATTEST:

Mona Martinez 4-9-02
City Secretary Date

(SEAL)

COUNTERSIGNED:

4/8/02
City Manager Date

APPROVED AS TO FORM:

4/8/02
City Attorney Date

HIDALGO COUNTY

County Judge Date

Sylvia Handy 3/19/02
Commissioner Date

3/19/02
Commissioner Date

3-26-2002
Commissioner Date

Commissioner Date

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.
By: 3-26-02
Attorney Date

X6-B

REINVESTMENT ZONE NUMBER ONE.
CITY OF MISSION, TEXAS

By: _____
Title: Chairman, Board of Directors, Date

ATTEST/SEAL:

By: _____
Title: Secretary, Board of Directors, Date

[The remainder of this page is intentionally left blank.]

X6-C

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

"Administrative Costs" means the costs of organizing the Reinvestment Zone, the costs of operating the Reinvestment Zone and the imputed administrative costs associated with the Reinvestment Zone incurred by the City in connection with the implementation of the project plan.

"Agreement" means this agreement between the City, the County and the Reinvestment Zone.

"Agreement Term" is defined in Section VI.

"Captured Appraised Value" means the captured appraised value of the Reinvestment Zone as defined by Chapter 311, Texas Tax Code.

"City" is defined in Section I of this Agreement and includes its successors and assigns.

"Countersignature Date" means that date shown as the date countersigned by the City Manager on the signature page of this Agreement.

The "County" is defined in Section I of this Agreement and includes its successors and assigns.

The "County Tax Increment Participation" means the amount of the County tax levy on the Captured Appraised Value which the County agrees to contribute to the Reinvestment Zone pursuant to Subsections A and B of Section IV of this Agreement.

"Project Plan" means the project plan and reinvestment zone financing plan for the Reinvestment Zone adopted by the board of directors of the Reinvestment Zone and approved by the City Council of the City.

"Reinvestment Zone" means Reinvestment Zone Number One, City of Mission, Texas created by the City on September 24, 2001, by Ordinance No. 2683, attached as Exhibit A" and as enlarged by the City on December 10, 2001, by Resolution No. 1022, attached as Exhibit "B" and includes its successors and assigns.

"Tax Increment Fund" means the tax increment fund created by the City in the City Treasury for the Reinvestment Zone.

X16-D

Otherwise, the terms used herein shall have the meanings ascribed to them in Chapter 311, Texas Tax Code, as applicable.

III. BACKGROUND

The City created and enlarged the Reinvestment Zone by Ordinance No. 2683, adopted September 24, 2001 and by Resolution No. 1022, adopted December 10, 2001, for the purposes of development and redevelopment in the area of the Reinvestment Zone. The City will deposit tax increments produced in the Reinvestment Zone in the Tax Increment Fund. The County desires to participate in the Reinvestment Zone in consideration for the agreements set forth below.

The County received written notice from the City of the City's intent to establish the Reinvestment Zone. Such notice was not received more than sixty (60) days before the public hearing on the creation of the Reinvestment Zone, however, the County has agreed to waive this requirement as provided for in 311.003(e) of the Texas Tax Code.

IV. OBLIGATIONS OF THE COUNTY

A. Tax Increment Participation by the County

For and in consideration of the agreements of the parties set forth herein, and subject to the remaining subsections of this section, the County agrees to participate in the Reinvestment Zone by contributing the below listed amounts of the tax increment produced in the Reinvestment Zone attributable to the County to the Tax Increment Fund during the term of this Agreement (the "County Tax Increment Participation").

The amount in the years 2002 through 2030 is the amount of taxes collected by the County in each of such years at a County tax rate of $0.5095100 per $100 valuation on the Captured Appraised Value. If the County tax rate is less than $0.5095 during such period, then the County Tax Increment Participation is the total amount of taxes collected by the County at the actual tax rate of the County on

X6.E

the Captured Appraised Value. Taxes collected during such period by result of a County tax levy at a tax rate greater than $0.5095 shall be retained by the County.

The County's Tax Increment Participation and obligation to participate in the Reinvestment Zone shall be restricted to its tax increment collected on the Captured Appraised Value in the Reinvestment Zone in the amount shown above. The County shall not be obligated to pay its County Tax Increment Participation from other County taxes or revenues or until the County Tax Increment Participation in the Reinvestment Zone is actually collected. The obligation to pay the County Tax Increment Participation shall accrue as taxes representing the County tax increment are collected and payment shall be due on the first day of each calendar quarter.

As provided for in ' 311.013(d), the County is not required to pay a tax increment into the tax increment fund of the Reinvestment Zone after September 24, 2004 unless the following conditions exist or have been met prior to September 24, 2004:

(1) bonds have been issued for the Reinvestment Zone under ' 311.015 of the Texas Tax Code;

(2) the City has acquired property in the Reinvestment Zone pursuant to the project plan; or

(3) construction of improvements pursuant to the project plan has begun in the Reinvestment Zone.

B. Expansion of the Investment Zone

The obligation of the County to participate in the Reinvestment Zone is limited to the area described in Exhibit "A" and Exhibit "B" attached hereto. The County's participation shall not extend to the tax increment on any additional property added to the Reinvestment Zone by the City unless the County approves the participation.

C. Board of Directors

X6-F

The County has the right to appoint one (1) member on the Reinvestment Zone Board of Directors.

V. OBLIGATIONS OF CITY AND THE REINVESTMENT ZONE

A copy of the Reinvestment Zone Project Plan and any amendments thereto shall be provided to the County before any such plan is finally approved by the Reinvestment Zone.

VI. TERM AND TERMINATION

A. Agreement Term

This Agreement shall become effective as of the date of the final signature hereto, and shall remain in effect until December 31, 2030. The first payment of the County Tax Increment Participation shall be for those taxes levied by the County in the year 2002 and the last payment by the County under this Agreement is for those taxes levied by the County in the year 2030.

B. Early Termination

The City shall not adopt an ordinance terminating the Reinvestment Zone earlier than the duration of the Zone established in Ordinance No. 2683, without the prior consent of the County, provided that the Reinvestment Zone may otherwise terminate by operation of law.

C. Disposition of Tax Increments

Upon termination of the Reinvestment Zone, if all public improvements in the Project Plan have been constructed and financed and if all Reinvestment Zone debt is paid in full, the City and the Reinvestment Zone shall pay to the County all monies remaining in the Tax Increment Fund that are attributable to the County Tax Increment Participation.

VII. MISCELLANEOUS

A. Severability

X10-G

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either the County, the City or the Reinvestment Zone in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

In the event any term, covenant or condition shall be held invalid and affects in any manner the limitations on the County's contributions or participation, then this Agreement shall be void as to the County and the County shall have no liability for any incremental or other payments as may otherwise be provided for in this Agreement.

B. **Entire Agreement**

This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

C. **Written Amendment**

Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party.

D. **Notices**

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address prescribed in Section I of this Agreement or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

E. **Non-Waiver**

XG-H

Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

F. Assignment -

No party shall assign this Agreement at law or otherwise without the prior written consent of the other parties.

No party shall delegate any portion of its performance under this Agreement without the written consent of the other parties.

G. Successors

This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer or agent of the City or of any trustee, officer, agent or employee of the County.

H. No Waiver of Immunity

No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

16-I

AI-50022 **Purchasing Department** **13. A.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise (including the authority to re-advertise the project in the event that not bids are received and/or are rejected and project is still required) and approval of procurement packet (i.e., specifications, legal notice etc.) as attached hereto for Road & Drainage Construction for Lorenzana Subdivision, an Hidalgo County Pct 1 BCAP projects.

BACKGROUND

Contract format has been formally reviewed by legal and will have a 2nd review prior to finalizing award of contract.

Fiscal Impact

FISCAL YEAR: ACCT. #: 5-1312-431-00-121-422-0-540

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

BUDGETARY IMPACT:

po# 724718

FISCAL YEAR: ACCT. #: 5-1312-431-00-121-422-0-721/723

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

BUDGETARY IMPACT:

Attachments

lorenzana plans

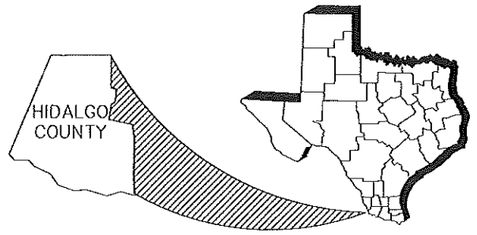
lorenzana packet

ai req

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	06/05/2015 04:46 PM
Form Started By: Yvette Islas		Started On: 06/05/2015 10:51 AM

Final Approval Date: 06/05/2015



HIDALGO COUNTY PRECINCT NO. 1
ROAD AND DRAINAGE CONSTRUCTION TO:
LORENZANA SUBDIVISION

LIMITS: LORENZANA SUBDIVISION
CONSTRUCTION OF LOCAL STREETS CONSISTING OF:
GRADING, LIME TREATED SUBGRADE, FLEXIBLE BASE
AND ASPHALTIC CONCRETE PAVEMENT.

ID	COLONIA NAME	CSJ #	ST NAME	FROM:	TO:	NET LENGTH (FT)	NET LENGTH (MI)
1	LORENZANA	3C-1080-422	LORENZANA STREET	1+00.00	11+36.00	1036.00	0.196

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS SHALL GOVERN ON THIS PROJECT. SPECIAL LABOR PROVISIONS FOR STATE PROJECTS.

STANDARD SHEETS IDENTIFIED ON THE INDEX OF SHEETS HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

5-7-15
DATE

Emigdio Salinas P.E.
EMIGDIO SALINAS, P.E.

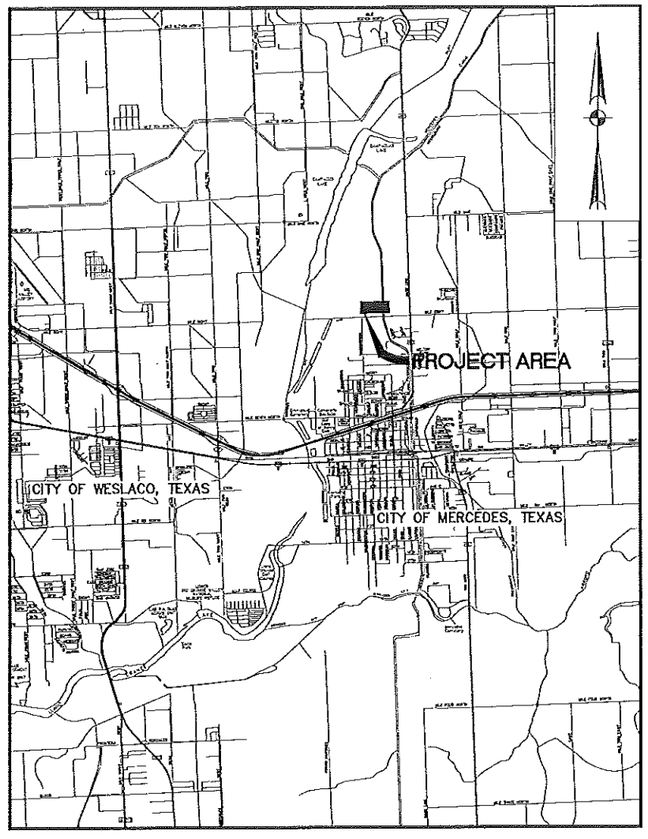
PROJECT DATA

DESIGN SPEED: 30 MPH

EXCEPTIONS: NONE

EQUATIONS: NONE

RAILROAD CROSSINGS: NONE



SCALE 1"=2000'

APPROVAL:
COLONIA ACCESS PROGRAM DIRECTOR
DATE: 6-4-15
John Paul Lugo
NAME

APPROVAL:
HIDALGO COUNTY PRECINCT No.1 COMMISSIONER
DATE: 6-4-15
A C Cuellar
NAME

APPROVAL:
HIDALGO COUNTY PLANNING DEPT.
DATE: 6-3-15
M. C., CFM
NAME

CONCURRENCE:
HIDALGO COUNTY DRAINAGE
DISTRICT No.1
DATE: 6/3/15
G.M.
NAME

STATE OF TEXAS
EMIGDIO SALINAS
107703
LICENSED
PROFESSIONAL ENGINEER

Emigdio Salinas
EMIGDIO SALINAS, P.E.

5-7-15
DATE

MAY 2015

COURT OF COMMISSIONERS

RAMON GARCIA.....COUNTY JUDGE
A.C. CUELLAR, JR.....PRECINCT NO. 1
EDDIE CANTU.....PRECINCT NO. 2
JOE M. FLORES.....PRECINCT NO. 3
JOSEPH PALACIOS.....PRECINCT NO. 4

THE COUNTY OF HIDALGO TEXAS

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC.
Texas Registered Engineering Firm F-11722

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687-5363

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TEXAS DEPARTMENT OF TRANSPORTATION

Drawn	C. FLORES	Date	MAY 2015
Checked	ES	Job No.	P-178
Approved	ES	Sheet	1 of 35

GENERAL

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SH-2 INDEX OF SHEETS
SH-3 PROJECT LAYOUT SHEET
SH-4 EXISTING CONDITIONS
SH-5 OVERALL LAYOUT
SH-6 TYPICAL SECTIONS
SH-7 GENERAL CONSTRUCTION NOTES
SH-8 ROADWAY & DRAINAGE ESTIMATE AND QUANTITIES

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STATE OF TEXAS
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107703
LICENSED
PROFESSIONAL ENGINEER
5-7-15

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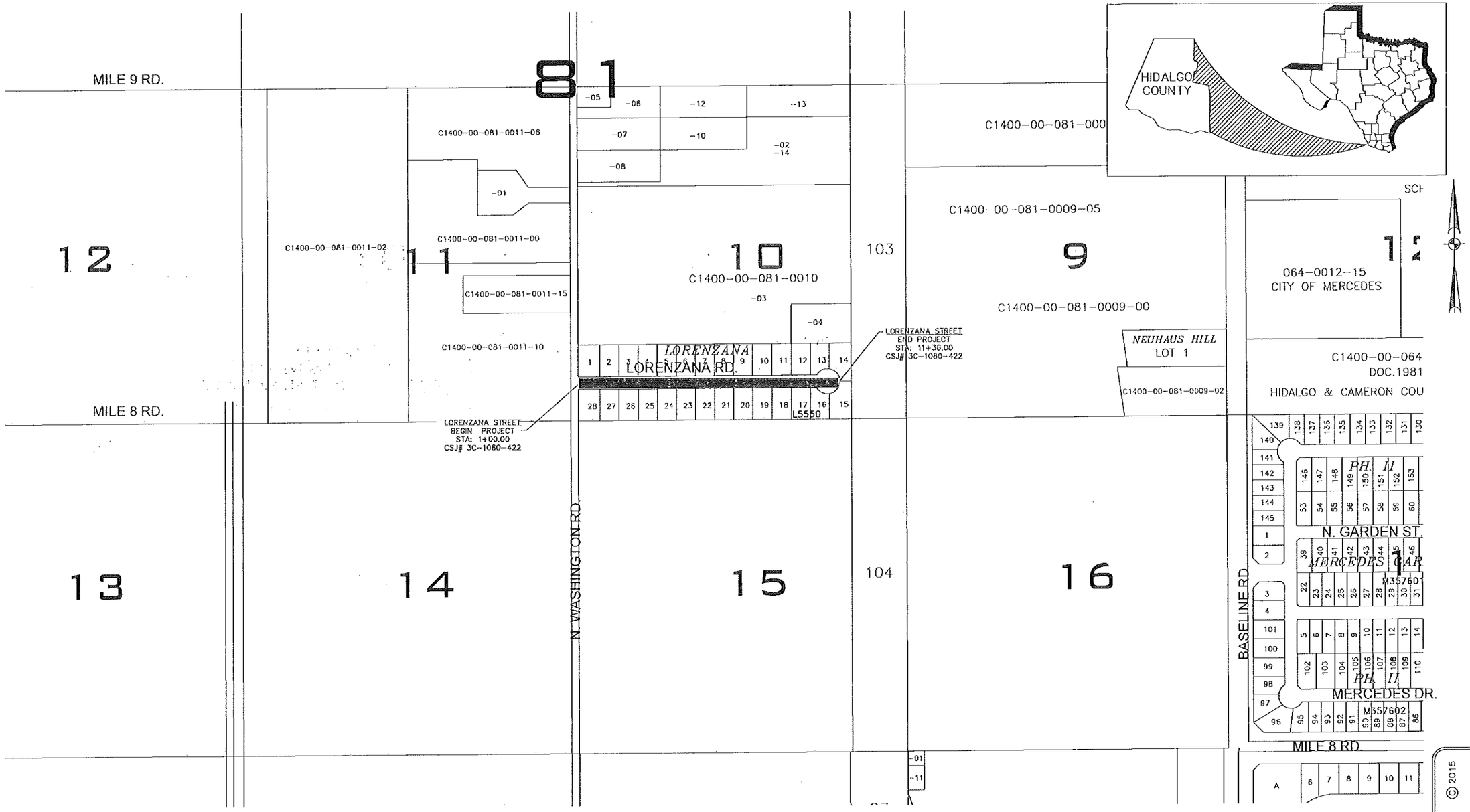
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HIDALGO COUNTY PCT NO. 1
LORENZANA SUBDIVISION
ROAD AND DRAINAGE CONSTRUCTION

INDEX SHEET

Civil Engineering
Environmental Engineering
Planning
Project Management
1210 Nolana, Suite 205
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5305
Texas Registered Engineering Firm F-14222
LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.

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SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS SHALL GOVERN ON THIS PROJECT. SPECIAL LABOR PROVISIONS FOR STATE PROJECTS.

STANDARD SHEETS IDENTIFIED ON THE INDEX OF SHEETS HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

5-7-15
DATE

EMIGDIO SALINAS, P.E.

PROJECT DATA

DESIGN SPEED: 30 MPH

EXCEPTIONS: NONE

EQUATIONS: NONE

RAILROAD CROSSINGS: NONE

COURT OF COMMISSIONERS

RAMON GARCIA.....COUNTY JUDGE
A.C. CUELLAR, JR.....PRECINCT NO. 1
EDDIE CANTU.....PRECINCT NO. 2
JOE M. FLORES.....PRECINCT NO. 3
JOSEPH PALACIOS.....PRECINCT NO. 4

THE COUNTY OF HIDALGO TEXAS

STATE OF TEXAS
EMIGDIO SALINAS
107703
LICENSED
PROFESSIONAL ENGINEER
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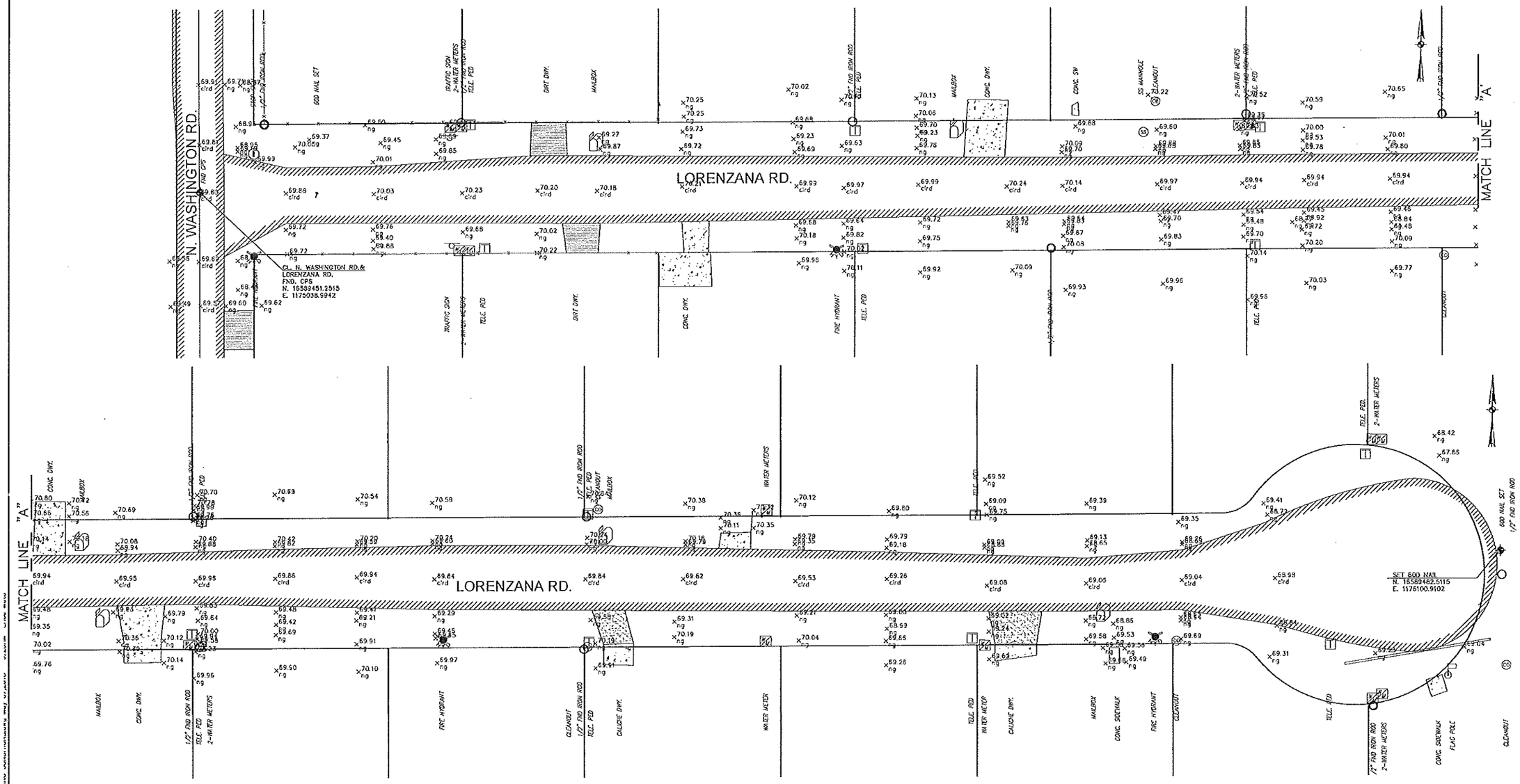
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HIDALGO COUNTY PCT NO. 1
LORENZANA SUBDIVISION
ROAD AND DRAINAGE CONSTRUCTION

PROJECT LAYOUT SHEET

Civil Engineering
Environmental Engineering
Planning
Project Management
612 Nolana, Suite 500
McAllen, Texas 78504
Tel. 956.687.4566
Fax. 956.687.2500
Texas Registered Engineering Firm F-431722
LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.

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CONTRACTOR SHALL CONTACT THE FOLLOWING ENTITIES 48 HOURS PRIOR TO CONSTRUCTION:

TEXAS ONE CALL:	1-800-245-4545
HIDALGO COUNTY PCT 1:	956-968-8733
TEXAS GAS SERVICE:	956-444-3936
AT&T:	956-279-1985
NORTH ALAMO WSC:	956-383-1618

STATE OF TEXAS
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107703
LICENSED
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5-7-15

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HIDALGO COUNTY PCT NO. 1
LORENZANA SUBDIVISION
ROAD AND DRAINAGE CONSTRUCTION

EXISTING CONDITIONS

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.
Civil Engineering
Environmental Engineering
Planning
Project Management
612 Nolana, Suite 500
McAllen, Texas 78504
Tel. 956.687.4900
Fax. 956.687.5303
Texas Registered Engineering Firm F-11722

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PROP. 15" H.D.P.E. 25 LF.

N. WASHINGTON RD.

PROP. 4" CONC. RIP RAP (1.7 CY)

PROP. 15" H.D.P.E. 24 LF.

PROPOSED PAVEMENT SECTION
1 1/2" HMAC
8" CALICHE BASE
6" SUBGRADE

PROP. 15" H.D.P.E. 24 LF.

PROP. 8' SWALE

24' E.O.P. (TYP.)

MATCH LINE "A'

CL. N. WASHINGTON RD.& LORENZANA RD.
FND. CPS
N. 16589451.2515
E. 1175038.9942

2+00 3+00 LORENZANA RD. 4+00 5+00

PROP. 18" RCP 50 LF.

PROP. 4" CONC. RIP RAP (1.7 CY)

PROP. 15" H.D.P.E. 24 LF.

PROP. 15" H.D.P.E. 22 LF.

PROP. 15" H.D.P.E. 16 LF.

GRADE SWALE SOUTH TO ORANGE FARM

PROP. 15" H.D.P.E. 23 LF.

MATCH LINE "A"

PROP. 15" H.D.P.E. 22 LF.

REFERENCE PROPOSED DRIVEWAY SCHEDULE SHEET FOR DRIVEWAY DETAILS (TYP.)

PROP. 15" H.D.P.E. 22 LF.

PROP. 15" H.D.P.E. 22 LF.

R=40.0'

R=40.0'

6+00 7+00 8+00 LORENZANA RD. 9+00 10+00 11+00

SET 60D NAIL
N. 16589482.5115
E. 1176100.9102

ADJUST WOOD BLOCK AS NEEDED

PROP. 15" H.D.P.E. 28 LF.

PROP. 15" H.D.P.E. 24 LF.

PROP. 15" H.D.P.E. 30 LF.

ALL CALICHE DRIVEWAYS TO BE RESURFACED WITH ASPHALT (TYP)

NOTE:
GRADE TO MATCH EXIST. GRADE TOWARS PROPOSED SIDE SWALE

GRAPHIC SCALE 1":20'

CONTRACTOR SHALL CONTACT THE FOLLOWING ENTITIES 48 HOURS PRIOR TO CONSTRUCTION:

TEXAS ONE CALL:	1-800-245-4545
HIDALGO COUNTY PCT 1:	956-968-8733
CITY OF DONNA:	956-464-6917
TEXAS GAS SERVICE:	956-444-3936
AT&T:	956-279-1985
NORTH ALAMO WSC:	956-383-1616

STATE OF TEXAS
EMIGDIO SALINAS
107703
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PROFESSIONAL ENGINEER
6-2-15

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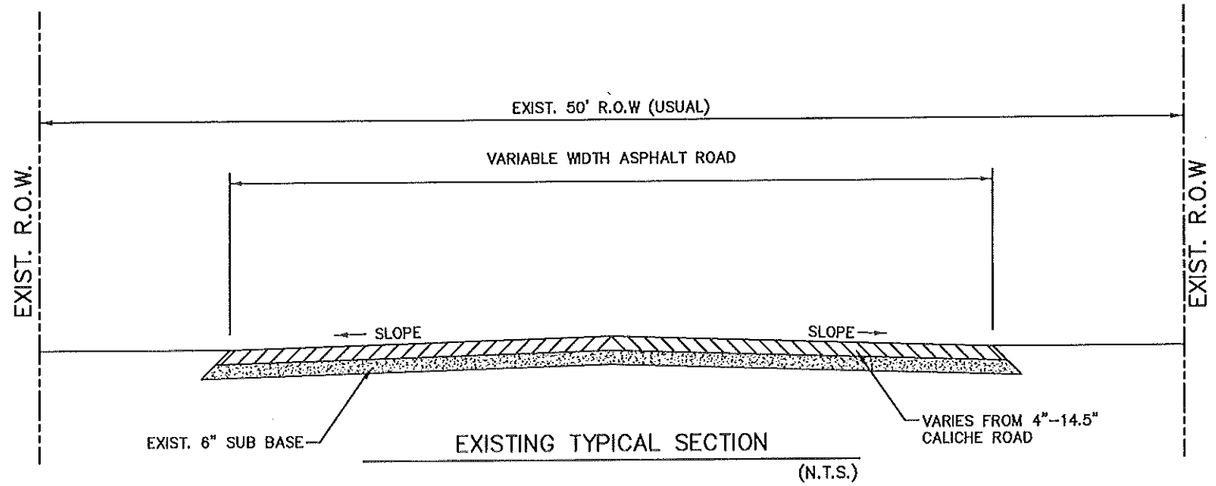
HIDALGO COUNTY PCT NO. 1
LORENZANA SUBDIVISION
ROAD AND DRAINAGE CONSTRUCTION

OVERALL LAYOUT

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.
Civil Engineering
Environmental Engineering
Planning
Project Management
612 Nolana, Suite 500
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5566
Texas Registered Engineering Firm F-11722

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EXISTING TYPICAL SECTION

(N.T.S.)

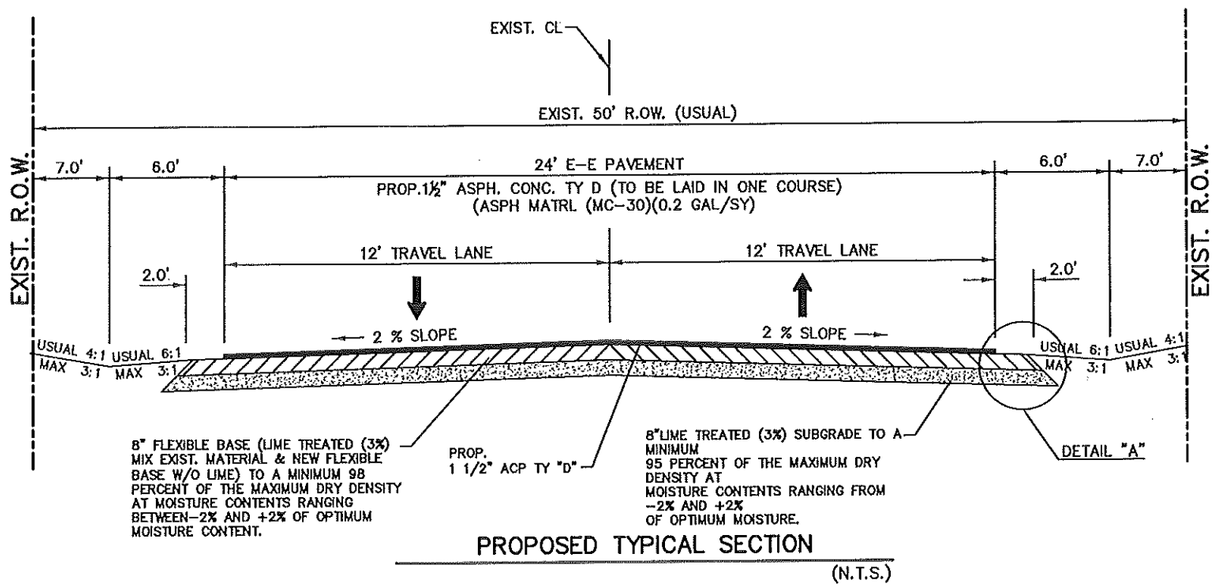
GENERAL NOTES:

WHERE POSSIBLE AND UNLESS OTHERWISE DIRECTED BY THE ENGINEER, PERMISSIBLE CONSTRUCTION JOINTS SHALL FALL ON CENTER LINES.

ALL GRADING SHALL BE WITHIN R.O.W. LIMITS

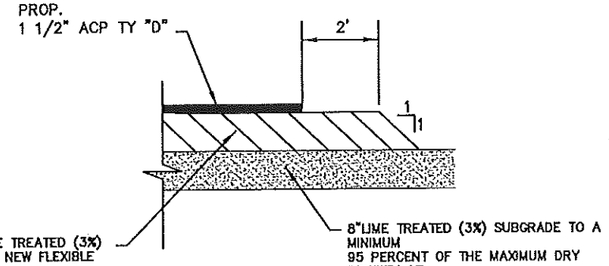
WHERE REQUIRED BY FIXTURES OR UNUSUAL CONDITIONS THE GOVERNING SLOPES MAY BE VARIED WHEN SPECIFICALLY DIRECTED BY THE ENGINEER.

CONTRACTOR SHALL REMOVE AND HAUL OFF ALL USED MATERIAL FROM SITE AREA UNLESS OTHERWISE SPECIFIED BY ENGINEER.



PROPOSED TYPICAL SECTION

(N.T.S.)



DETAIL "A"

N.T.S.

NOTE:

PREPARATION OF THE SUBGRADE OR EXISTING ROADBED SHALL BE BLADED TO PROVIDE A UNIFORM CROSS-SECTION TO THE LINE AND GRADE SHOWN ON THE PLANS. THE SECTION SHALL BE PROOF ROLLED, ANY SOFT SPOTS SHALL NEED TO BE STABILIZED. THIS WORK WILL BE SUBSIDIARY TO ITEM 247. PAVEMENT RECOMMENDATIONS AS PER MEG ENGINEERS GEOTECH REPORT (MEG REPORT NO. 01-15-29122)

LORENZANA SUBDIVISION
LORENZANA STREET M1080422 STA:1+00.00 TO STA: 11+36.00

STATE OF TEXAS
EMIGDIO SALINAS
107703
LICENSED
PROFESSIONAL ENGINEER
5-7-15

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HIDALGO COUNTY PCT NO. 1
LORENZANA SUBDIVISION
ROAD AND DRAINAGE CONSTRUCTION

PROPOSED CROSS SECTIONS

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.
Civil Engineering
Environmental Engineering
Planning
Project Management
Texas Registered Engineering Firm F-11222
810 Nolana, Suite 100
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5563

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G:\PROJECTS\HIDALGO\PRECINCT 1\LORENZANA SUBDIVISION\DRAWINGS\PLAN-TYPICAL SECTIONS.dwg May 07,2015 - 10:00AM Lydia Mata

GENERAL

1. CONTRACTOR SHALL CONTACT LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC (LEMC) AT 956-687-5362, 72 HOURS PRIOR TO START OF ANY CONSTRUCTION WITHIN PROJECT SITE.
2. CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES WITHIN THE CONSTRUCTION AREA 72 HOURS PRIOR TO EXCAVATION NEAR THEIR UTILITIES.
3. CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION OF PROPOSED FACILITIES (NO SEPARATE PAY). ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF LeFEVRE ENGINEERING MANAGEMENT CONSULTING, LLC. IN WRITING PRIOR TO COMMENCEMENT OF CONSTRUCTION. ANY DAMAGE TO EXISTING FACILITIES INCURRED AS A RESULT OF THIS CONSTRUCTION OPERATION WILL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.
4. CONTRACTOR TO OBTAIN ALL CONSTRUCTION PERMITS NOT SUPPLIED BY OWNER AT HIS EXPENSE PRIOR TO COMMENCEMENT OF WORK. OWNER'S ENGINEER TO APPLY FOR AND PROVIDE TxDOT PERMIT TO WORK IN R.O.W. AND ANY RELATED CROSSING PERMITS.
5. CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES OR RAILROADS AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR SHALL ASSURE HIMSELF THAT ALL CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF WORK. REQUIRED PERMITS THAT CAN ONLY BE ISSUED TO CONTRACTOR WILL BE OBTAINED AT HIS EXPENSE.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE DRAINAGE AT ALL TIMES DURING CONSTRUCTION OF PROPOSED FACILITIES. NATURAL GROUND ADJACENT TO UTILITY TRENCH EXCAVATION TO BE CLEARED AND GRUBBED PRIOR TO PLACEMENT OF EXCESS TRENCH MATERIAL (NO ADDITIONAL PAYMENT – INCLUDE IN COST OF UNDERGROUND UTILITIES CONSTRUCTION.)
7. FILL TO BE PLACED IN MAXIMUM 6-INCH LIFTS AND COMPACTED TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY PER ASTM D-698, UNLESS OTHERWISE NOTED.
8. CONTRACTOR IS RESPONSIBLE FOR CLEANING MUD AND/OR DIRT TRACKED ONTO EXISTING STREETS BY HIS WORKMEN'S, SUPPLIER'S, OR SUBCONTRACTOR'S VEHICLES. STREETS MUST BE CLEANED WITHIN 2 HOURS OF WHEN THE TRACKING OCCURS. NO SEPARATE PAY.
9. RETESTING OF ANY TESTING FAILURES WILL BE THE CONTRACTOR'S RESPONSIBILITY. NO SEPARATE PAY
10. WHERE CONTRACTOR'S WORK AND/ OR EQUIPMENT CAUSES AN OBSTRUCTION TO TRAFFIC, CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH PART XI OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (TEXAS M.U.T.C.D., MOST RECENT EDITION AS REVISED) DURING CONSTRUCTION. A WRITTEN TRAFFIC CONTROL PLAN SHALL BE SUBMITTED PRIOR TO CONSTRUCTION FOR REVIEW BY THE ENGINEER & OTHER APPROPRIATE PERSONS.
11. LOCATION OF EXISTING UNDERGROUND UTILITIES AND SERVICE LINES (WATER, SEWER, GAS, TELEPHONE, ELECTRICAL, ETC.) ARE DETERMINED FROM AVAILABLE RECORDS AND ARE APPROXIMATE. CONTRACTOR TO LOCATE LINES AND/ OR OBSTRUCTIONS AHEAD OF EXCAVATION.
12. ANY SOIL BORINGS THE CONTRACTOR REQUIRES ARE TO BE DONE BY THE CONTRACTOR AT HIS EXPENSE.
13. OVERHEAD LINES MAY EXIST ON THE ALIGNMENTS. CLEARLY VISIBLE LINES ARE NOT MARKED, AND CONTRACTOR TO NOTE THEIR LOCATION PRIOR TO CONSTRUCTION. TEXAS LAW, SECTION 752, HEALTH & SAFETY CODE, FORBIDS ALL ACTIVITIES IN WHICH PERSONS OR OBJECTS MAY COME WITHIN SIX (6) FEET OF LIVE OVERHEAD HIGH VOLTAGE LINES. CONTRACTORS ARE LEGALLY RESPONSIBLE FOR SAFETY OF CONSTRUCTION WORKERS UNDER THIS LAW. THIS LAW CARRIES BOTH CRIMINAL AND CIVIL LIABILITY.
14. CONTRACTOR TO MAKE ARRANGEMENTS WITH THE APPROPRIATE UTILITY COMPANY FOR SECURING POLES, IF NECESSARY, WHILE CONSTRUCTION PASSES BY POLES. COSTS OF SECURING POLES WILL BE PAID FOR BY THE CONTRACTOR, NO SEPARATE PAY.
15. CONSTRUCTION STAKING (ALIGNMENT AND GRADE) TO BE PROVIDED BY THE CONTRACTOR AT NO SEPARATE PAY.
16. SURPLUS EXCAVATED MATERIAL SHALL BE REMOVED AND DISPOSED OF OFF SITE AS DIRECTED BY THE ENGINEER. IF THE ENGINEER NOTIFIES THE CONTRACTOR THAT THE OWNER DOES NOT HAVE USE FOR THIS MATERIAL, THE SURPLUS MATERIAL BECOMES THE PROPERTY OF THE CONTRACTOR, AND IT IS HIS RESPONSIBILITY TO DISPOSE OF THE MATERIAL.
17. ALL WORK SHALL BE DONE IN ACCORDANCE WITH APPLICABLE LOCAL REQUIREMENTS.
18. CONTRACTOR SHALL PROTECT EXISTING UNDERGROUND FACILITIES DURING INSTALLATION OF PROPOSED WORK.
19. PAVED SURFACES SHALL BE PROTECTED FROM DAMAGE FROM TRACKED EQUIPMENT. ANY REPAIRS TO DAMAGED PAVED SURFACES WILL BE PAID BY THE CONTRACTOR. NO SEPERATE PAY.
20. IRON RODS DISTURBED DURING CONSTRUCTION TO BE REPLACED BY REGISTERED PUBLIC LAND SURVEYOR TO ORIGINAL PROPERTY CORNER AT NO SEPARATE PAY.
21. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN AN UPDATED REDLINED "AS-BUILT" SET OF PLANS ON SITE FOR INSPECTION BY THE ENGINEER, THE ENGINEER'S REPRESENTATIVE, AND THE OWNER'S REPRESENTATIVE.
22. WORK PERFORMED UNDER THIS CONTRACT IS GOVERNED BY REQUIREMENTS OF SEVERAL PUBLIC, GOVERNMENTAL, AND PRIVATE ENTITIES. CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF GOVERNING ENTITIES.

GENERAL CONT.

23. SURVEY PERFORMED BY RIO DELTA SURVEYING – 2015. ELEVATIONS BASED UPON STATIC GPS OBSERVATIONS; NAVD 88 HORIZ: STATE PLANE COORDINATES (NAD83) ZONE SOUTH TEXAS – 4205
24. DEMOLITION, REMOVAL, & DISPOSAL OF ALL EXCESS CONCRETE, CURBS, REBAR, ETC. TO BE DONE IN A LEGAL MANNER AT CONTRACTOR'S EXPENSE.
25. ALL MANHOLES AND/OR OTHER STRUCTURES TO BE ADJUSTED BY THE CONTRACTOR TO MEET FINAL GRADES, A MAXIMUM OF 18 INCHES OF THROAT RINGS WILL BE ALLOWED.
26. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL RETURN THE SITE TO ORIGINAL CONTOURS UNLESS DIFFERENT FINISHED ELEVATIONS ARE SHOWN ON PLANS. CONTRACTOR TO ASSURE NO AREAS OF PONDING ARE PRESENT.
27. THE CONTRACTOR MAY SUBMIT AN ALTERNATIVE CONSTRUCTION SEQUENCE AND TRAFFIC CONTROL PLAN TO THE ENGINEER FOR APPROVAL. ALL WORK AND MATERIALS REQUIRED FOR TRAFFIC HANDLING SHALL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED PART OF ITEM 502, "BARRICADES, SIGNS, AND TRAFFIC HANDLING". ALL BARRICADES AND SIGNS TO REPLACE DAMAGED ONES.
28. FLASHING WARNING LIGHTS AND/OR FLAGS SHALL BE USED TO CALL ATTENTION TO THE EARLY WARNING SIGNS.
29. STEADY BURN (TY C) WARNING LIGHTS SHALL BE USED TO MARK CHANNELIZING DEVICES AT NIGHT WAS NEEDED.
30. ADDITIONAL SIGNS, BARRICADES AND/OR OTHER CHANNELIZING DEVICES MAY BE REQUIRED AND/OR ADJUSTED AS DIRECTED BY THE ENGINEER.
31. SIGN AND/OR BARRICADE LOCATIONS SHALL BE IN ACCORDANCE WITH THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND/OR THE BC STANDARD SHEETS.
32. EXISTING CONNECTING ROADS AND PRIVATE DRIVES SHALL BE KEPT OPEN TO TRAFFIC AT ALL TIMES, EXCEPT AS OTHERWISE PROVIDED FOR OR APPROVED BY THE ENGINEER.
33. ALL STRIPING AND SIGNING, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE IN ACCORDANCE WITH THE "T.M.U.T.C.D."
34. WHEN CONSTRUCTION OPERATIONS RESULT IN A DROP OF MORE THAN 2" NEXT TO TRAVEL WAY, A 3:1 SLOPE OR 4.0' BUFFER ZONE WILL BE REQUIRED DURING NON WORKING HOURS.
35. FOR POSTED SPEEDS EXCEEDING 30 M.P.H., ADVISORY SPEED SIGNS WITH APPROPRIATE WARNINGS SIGNS SHALL BE POSTED IN THE VICINITY OF SPECIFIED WORK ZONES WITHIN THE PROJECT, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
36. LENGTH AND SPACING OF CHANNELIZING DEVICES SHALL BE AS SHOWN ON THE BC STANDARDS AND THE "T.M.U.T.C.D." OTHER SIGNS MAY BE USED IN ADDITION TO THOSE REQUIRED BY BARRICADE STANDARDS.
37. NON-REMOVEABLE WORK ZONE STRIPING FOR THIS PROJECT REQUIRED BY THE "T.M.U.T.C.D." SHALL CONSIST OF THERMOPLASTIC MATERIAL AND SHALL BE IN ACCORDANCE WITH THE "WORK ZONE PAVEMENT MARKINGS" STANDARD WZ(STPM)-97.
38. ALL WORK SHALL BE DONE EXPEDITIOUSLY DURING DAYLIGHT HOURS, AS DIRECTED BY THE ENGINEER. NECESSARY FLAGGERS AND APPROPRIATE SIGNING TO SAFELY GUIDE TRAFFIC THROUGH THE WORK AREA WILL BE REQUIRED AS DIRECTED BY THE ENGINEER.
39. REFER TO STANDARD SHEETS BC(1)-03 THRU BC(12)-03 FOR OTHER PERTINENT INFORMATION NOT SHOWN.
40. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE REQUIREMENTS OF ITEM 7, "LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC" OF THE STANDARD SPECIFICATION AND TO SPECIAL PROVISION "DETOUR, BARRICADES, WARNING SIGNS, SEQUENCE OF WORK, ETC."

PAVING CONSTRUCTION NOTES:

1. NO TRAFFIC SHALL BE ALLOWED ON THE FINISHED WEARING SURFACE UNTIL AT LEAST 12 HOURS AFTER COMPLETION OF ROLLING.
2. HOT MIX ASPHALT CONCRETE TRANSPORT TRUCKS TO BE EQUIPPED WITH CANVAS COVERS TO BE UTILIZED DURING MATERIAL HAULING. MATERIAL DELIVERED TO SITE AT IMPROPER TEMPERATURE SHALL BE REJECTED. HOT MIX SHALL BE LAID AT A MINIMUM TEMPERATURE OF 260F AS PER TXDOT SPECIFICATION ITEM 341.
3. ANY SETTLEMENT UNDER PAVEMENT DUE TO INADEQUATE COMPACTION OF UTILITY LINE BACK FILL SHALL BE CAUSE FOR RECOMPACTION OF TRENCH AND REPLACEMENT OF PAVEMENT SECTION.
4. SUBGRADE AND SUBBASE QUANTITIES (CY) ARE BASED ON SURFACE AREAS IN RELATION TO THE PROPOSED TYPICAL ROAD SECTIONS. SHOULD ANY ADDITIONAL CUT OR FILL BE REQUIRED, IT SHALL BE SUBSIDIARY TO BID ITEM 0260-6027 6" LIME TREAT (3%) EXIST. MATL (SUBGRADE)

STORMWATER NOTES:

1. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE COUNTY OF HIDALGO, PLANS AND SPECIFICATIONS, EXCEPT AS NOTED HEREIN AND APPROVED BY THE COUNTY.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRENCH SAFETY REQUIREMENTS IN ACCORDANCE WITH LOCAL STANDARDS, TEXAS LAW, AND O.S.H.A. STANDARDS FOR ALL EXCAVATION IN EXCESS OF FIVE FEET IN DEPTH.
3. THE LOCATION OF ALL UTILITIES LOCATED ON THESE PLANS ARE TAKEN FROM EXISTING PUBLIC RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL PUBLIC UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT.
4. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PUBLIC UTILITIES IN THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEAN-OUTS, VALVE BOXES, FIRE HYDRANTS, ETC. MUST BE ADJUSTED TO PROPER LINE AND GRADE BY THE CONTRACTOR PRIOR TO AND AFTER THE PLACING OF PERMANENT PAVING. UTILITIES MUST BE MAINTAINED TO PROPER LINE AND GRADE DURING CONSTRUCTION OF THE PAVING FOR THIS DEVELOPMENT.
5. DRAINAGE SHOULD BE MAINTAINED AWAY FROM THE FOUNDATIONS, BOTH DURING AND AFTER CONSTRUCTION.
6. ALL EARTHWORK OPERATIONS SHALL CONFORM TO THE RECOMMENDATIONS PER THE GEO-TECHNICAL REPORT.
7. ALL PROPOSED SPOT SHOTS ARE GUTTER/TOP OF PAVEMENT/FINISHED GRADE ELEVATIONS UNLESS OTHERWISE SPECIFIED.
8. ALL REINFORCED CONCRETE PIPE (RCP) TO BE CLASS IV UNLESS NOTED OTHERWISE.

9. RCP REMOVAL UNDER EXISTING DRIVEWAYS AND ROADS TO BE SUBSIDIARY TO ITEM 0100-6002 PREPARATION OF RIGHT OF WAY.

10. REGRADING OF ROADSIDE DRAINAGE SWALES AS PER THE PLAN AND PROFILES WILL BE SUBSIDIARY TO ITEM 0100-6002 PREPARATION OF RIGHT OF WAY.

LEGEND

- INLET
- STORM DRAIN MANHOLE
- STORM SEWER LINE
- x100.00 SPOT GRADE
- 910 CONTOURS
- ASPHALT PAVING
- CONCRETE PAVEMENT
- CALICHE DRIVEWAY
- E ELECTRIC LINE
- POWER POLE
- OHE OVER HEAD ELECTRIC
- GAS GAS LINE
- FENCE
- GATE VALVE & BOX
- FIRE HYDRANT
- W WATER LINE
- WATER METER
- STREET SIGN
- TEL TELEPHONE LINE
- TELEPHONE PEDESTAL
- DRIVEWAY INDICATOR
- SHEET REFERENCE

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HIDALGO COUNTY PCT NO. 1
LORENZANA SUBDIVISION
ROAD AND DRAINAGE CONSTRUCTION

GENERAL CONSTRUCTION NOTES

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.
Civil Engineering
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Planning
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610 Nolana, Suite 350
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-12722

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Job No.	P-178
Sheet	7 of 35

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		ROADWAY PROJECT QUANTITIES		
			LORENZANA ST.	
ITEM	UNIT	DESCRIPTION	EST	FIN
0100-6002	STA	PREPARATION OF RIGHT OF WAY	10.36	
0260-6027	SY	6" LIME TREAT (3%) EXIST. MATL (SUBGRADE)	3577.00	
0260-6017	CY	LIME TREATED (3%) FLEXBASE (MIX EXIST. MATL)	505.00	
0247-6060	CY	FL BS (CMP NPLC)(TY E GR4) (FNAL POS)	295.00	
0310-6009	GAL	ASPH MATERIAL (MC-30)	615.00	
0341-6039	TON	1-1/2" ASPH CONC TY D	265.00	
0502-6001	MO	*BARRICADES, SIGNS AND TRAFFIC HANDLING	3	
0251-6036	CY	REWORK BS MTL	800.00	
0500-6001	LS	*MOBILIZATION	1	
0260-6043	TON	LIME (HYD, COM OR OK)(SLURRY)	57	

* ITEM WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS.

FOR CONTRACTOR INFORMATION ONLY:

HOTMIX ASPHALT - 1.5" = 171 LB/SY

PRIME COAT = 0.20 GAL/SY

WATERING - 4 WEEKS - 3 CYCLES PER WEEK @ 2.5 GAL/SY/CYCLE

FERTILIZER QUANTITIES ARE BASED ON A RATE OF 100 LBS OF NITROGEN PER ACRE. THE NPK RATIO TO INCLUDE AT LEAST 5%P & 5%K.

		DRAINAGE PROJECT QUANTITIES		
			WALNUT AVE	
ITEM	UNIT	DESCRIPTION	EST	FIN
0166-6001	AC	*FERTILIZER	0.35	
0168-6001	1000 GAL	VEGETATIVE WATERING	51	
0164-6028	AC	CELL FBR MLCH SEED (PERM)(URBAN)(CLAY)	0.35	
0530-6005	SY	DRIVEWAY (ASPH-CONC-PAV) (PB-1)	142	
0530-6004	SY	DRIVEWAY (CONCRETE 3000 PSI)	135	
0464-6003	LF	18" RCP CULVERT PIPE	50	
7034 6057	LF	15" HDPE CULVERT PIPE	316	
0506-6038	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) INSTALL	48	
0506-6039	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) REMOVE	48	
0432-6009	CY	RIPRAP (CONC)(CL B)(4")	3.5	
0529-6023	LF	CONC. GUTTER (3-FT WIDE) VALLEY GUTTER	47	

* ITEM WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS.

LOG MAX LENGTH = 30 FEET

STD LENGTH = 10 FEET

WEIGHT = 33 LBS

NOTE:

TEMPORARY RELOCATION AND REPLACING TO PERMANENT LOCATION OF MAILBOXES WILL BE SUBSIDIARY TO ITEM 100.

NOTE 2:

DRIVEWAY BIDS SHALL INCLUDE ASPAHLT, FLEX BASE WORK.

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HIDALGO COUNTY PCT NO. 1
LORENZANA SUBDIVISION
ROAD AND DRAINAGE CONSTRUCTION

DRAINAGE ESTIMATES AND QUANTITIES

LEFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.
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Texas Registered Engineering Firm F-14122

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TRAFFIC CONTROL NARRATIVE

PROJECT WILL BE BID OUT AND CONSTRUCTED AT THE SAME TIME. CONTRACTOR IN CONJUNCTION WITH HIDALGO COUNTY PRECINCT #1, WILL SCHEDULE COMMENCEMENT OF EACH INDIVIDUAL PROJECT.

SEQUENCE OF WORK

INSTALL PROJECT LIMIT SIGNS, ADVANCE WARNING SIGNS, AND CROSSROAD BARRICADE SIGNS AS SHOWN ON THE TRAFFIC CONTROL PLAN (TCP) AND OR AS DIRECTED BY THE ENGINEER. ALL SIGNS SHALL BE IN ACCORDANCE WITH THE MUTCD, AND SHALL BE IN PLACE PRIOR TO COMMENCING ANY CONSTRUCTION. THE SIGNS WILL REMAIN IN PLACE FOR THE DURATION OF THE PROJECT AND UNTIL COMPLETION AND ACCEPTANCE OF THE PROJECT BY TxDOT.

PHASE I

INSTALL ALL SW3P DEVICES ACCORDING TO THE SW3P PLAN AND STANDARDS. ADJUST ALL UTILITIES THAT ARE IN CONFLICT WITH THE PROPOSED CONSTRUCTION. INSTALL PROPOSED DRAINAGE ROADWAY CROSS CULVERTS AND DRIVEWAY/COUNTY ROADSIDE DRAINS AS SHOWN IN THE PLANS. CUT ROADWAY DITCHES TO PROPOSED GRADE ELEVATIONS AS SHOWN IN THE PLANS. CONTRACTOR SHALL MAINTAIN 3:1 MAXIMUM SLOPE ADJACENT TO THE ROADWAY TRAVEL SURFACE. EXCAVATED MATERIAL SHALL BE SALVAGED AND USED THROUGHOUT THE PROJECT AS DIRECTED BY THE ENGINEER.

PHASE II

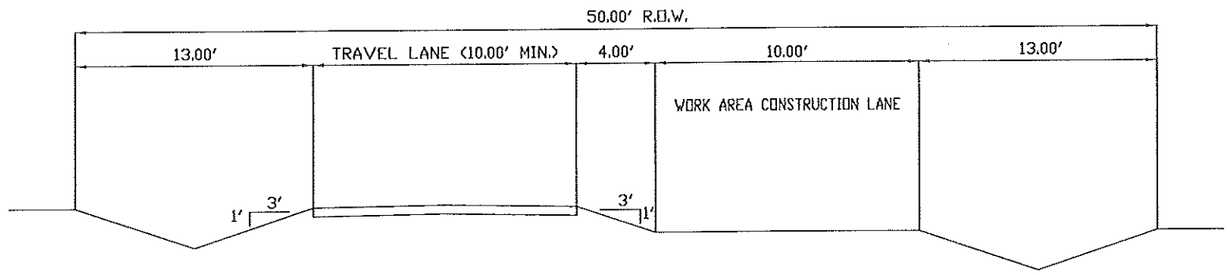
CONSTRUCT PROPOSED ROADWAY IN HALF-SECTIONS, AND ACCORDING TO TCP STANDARD 7/32 TCP (1-2)-98 9/32. THE CONTRACTOR WILL BE REQUIRED TO OPEN UP THE ROADWAY TO TRAFFIC AT THE END OF DAYS WORK. THE CONTRACTOR SHALL ENSURE THAT ALL DROP OFF CONDITIONS ARE SAFE AND IN ACCORDANCE WITH THE MUTCD AND TxDOT TCP STANDARDS. CONTRACTOR SHALL BE ALLOWED TO WORK ON SEVERAL STREETS AT ONE TIME AS LONG AS ACCESS IS MAINTAINED WITH ALL WEATHER MATERIAL AT THE END OF DAYS WORK.

PHASE III

PLACE FINAL OVERLAY IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. COMPLETE ROADWAY DITCH SLOPE GRADES TO MATCH THE TOP EDGE OF THE ACP PAVEMENT.

FINAL CLEAN UP

UPON COMPLETION OF THE WORK AND BEFORE THE FINAL ACCEPTANCE IS MADE, THE CONTRACTOR SHALL SHAPE AND FINISH SUCH PORTIONS OF THE RIGHT-OF-WAY AS MAY HAVE BEEN DISTURBED DURING THE CONSTRUCTION AND WILL BE REQUIRED TO LEAVE THE ENTIRE RIGHT-OF-WAY IN A SMOOTH, CLEAN AND NEAT CONDITIONS TO THE SATISFACTION OF THE ENGINEER.



TYPICAL WORK CROSS-SECTION
TO
LORENZANA STREET M1080422

NOTES:

1. THE CONTRACTOR WILL PHASE CONSTRUCTION SO THAT ONE TRAVEL LANE OF TEN FT. IN WIDTH, MINIMUM, IS MAINTAINED OPEN TO LOCAL TRAFFIC AT ALL TIMES.

2. THE CONTRACTOR WILL COORDINATE WITH HOMEOWNERS WHEN RECONSTRUCTING ENTRANCES SO THAT ACCESS IS REASONABLY AVAILABLE AT ALL TIMES.

3. THE CONTRACTOR WILL ENSURE THAT AT NO TIME WILL THERE BE A STRAIGHT DROP GREATER THAN TWO INCH BETWEEN EXISTING TRAVEL LANES

4. IF THE GRADE CHANGE BETWEEN THE EXISTING LANE AND THE CONSTRUCTION LANE IS GREATER THEN TWO INCHES, THE CONTRACTOR WILL ENSURE THAT A TRANSITION SLOPE OF 3' TO 1' IS MAINTAINED THROUGHOUT THE WORK AREA.

5. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL THOUGH THE WORK AREA AT ALL TIMES, MORE ESPECIALLY AT TIMES WHEN THERE IS ONLY ONE TRAVEL LANE OPEN TO LOCAL TRAFFIC.

6. THE CONTRACTOR IS RESPONSIBLE OF MAINTAINING POSITIVE DRAINAGE FOR THE PROJECT.

STATE OF TEXAS
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HIDALGO COUNTY PCT NO. 1
LORENZANA SUBDIVISION
ROAD AND DRAINAGE CONSTRUCTION

TRAFFIC CONTROL NOTES

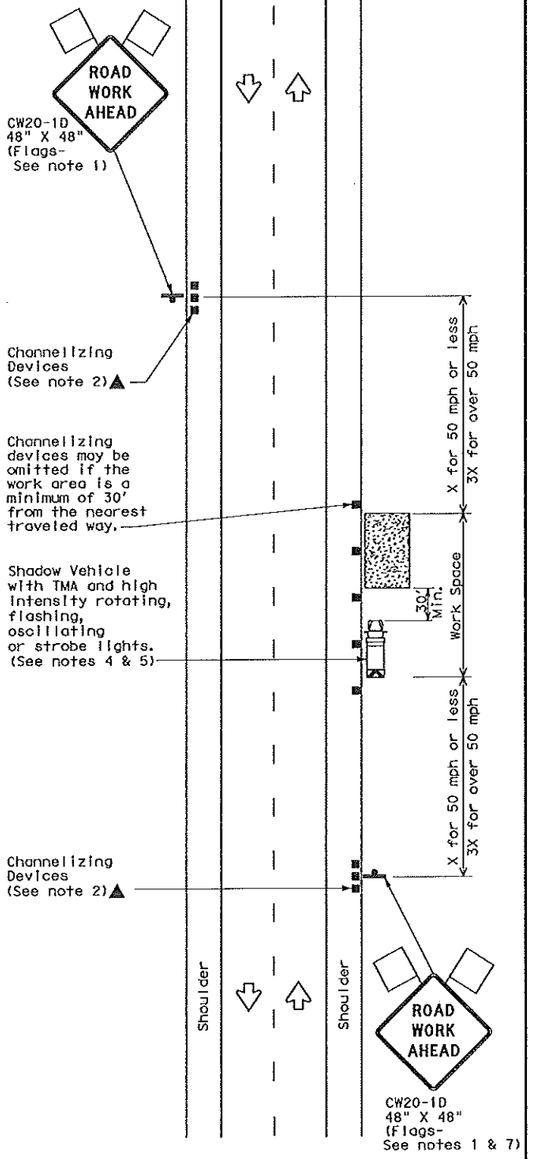
LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.
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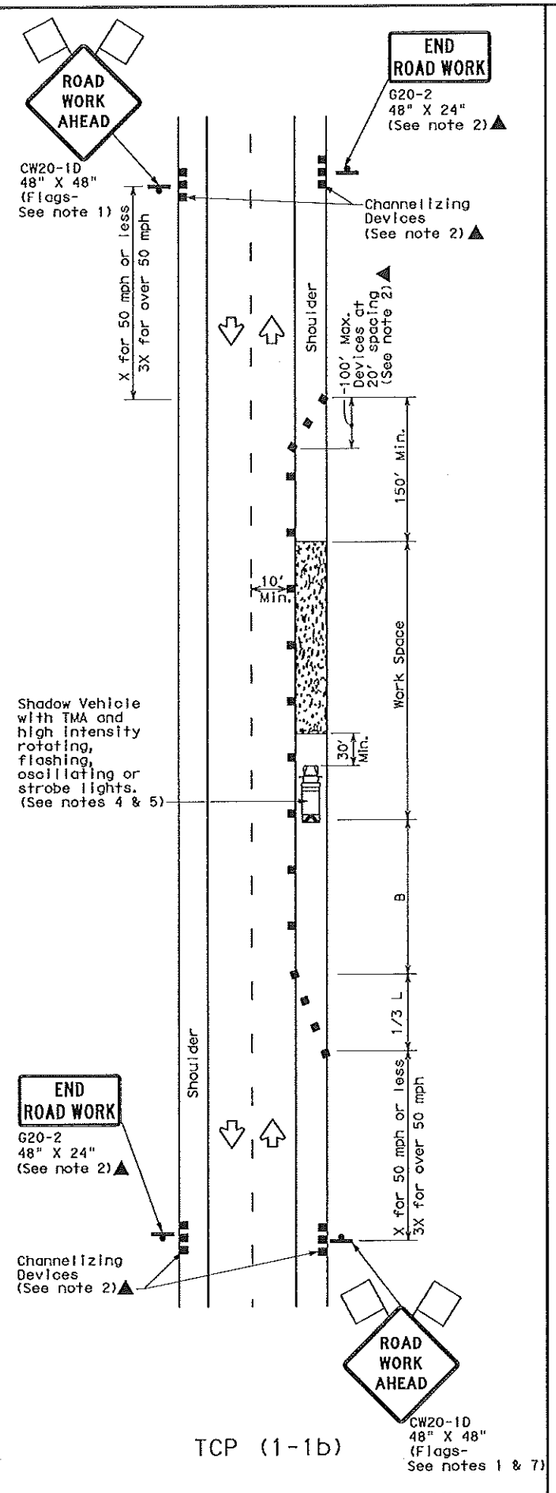
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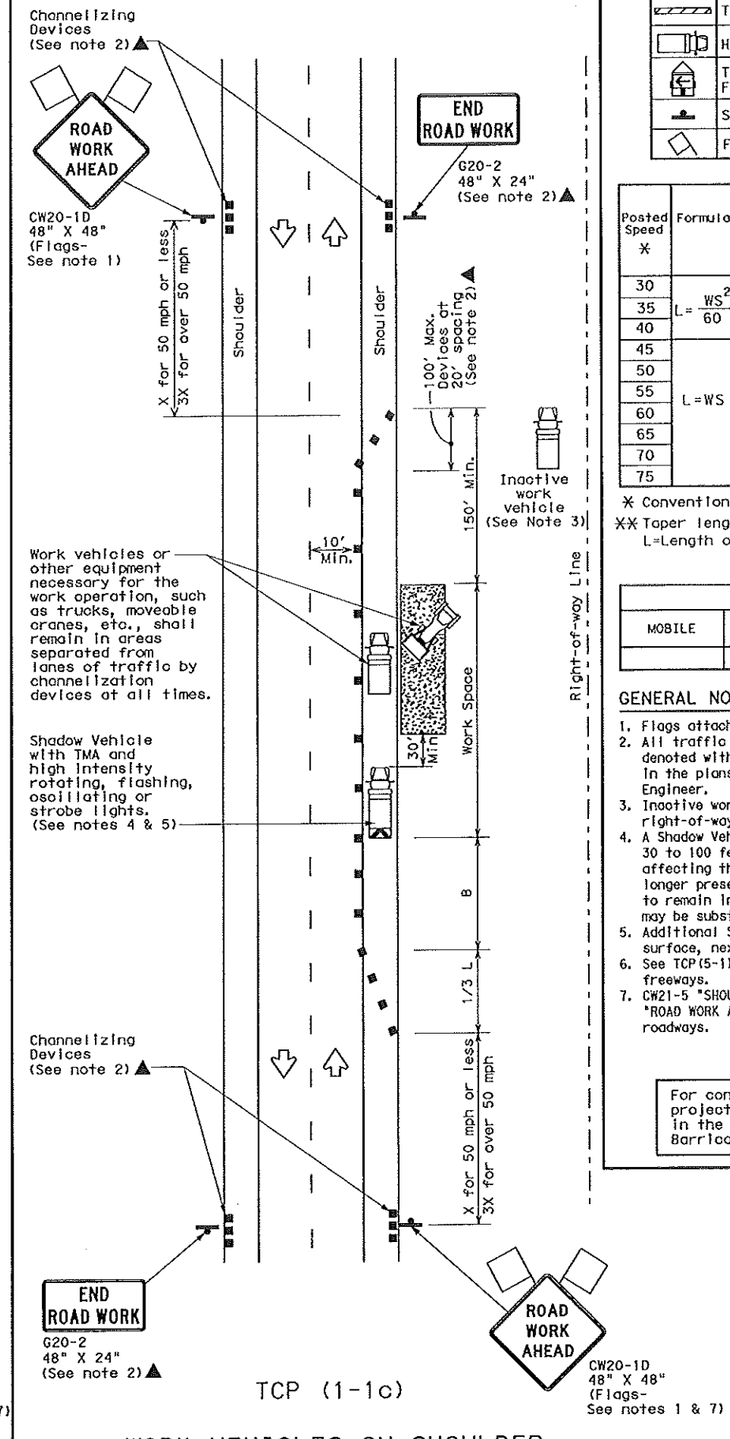
TCP (1-1a)

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

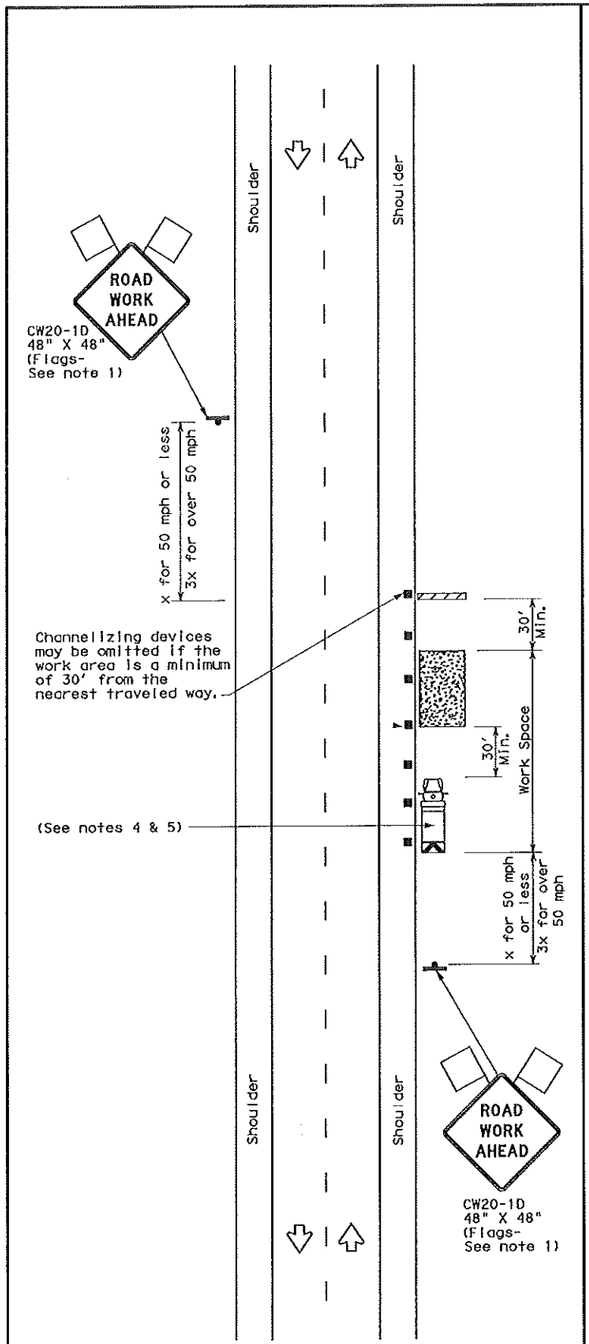
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2-94 2-12	CONT	SECT	JOB	HIGHWAY
8-95				LORENZANA RD.
1-97	DIST	COUNTY		SHEET NO.
4-98	PHR	HIDALGO		10

151

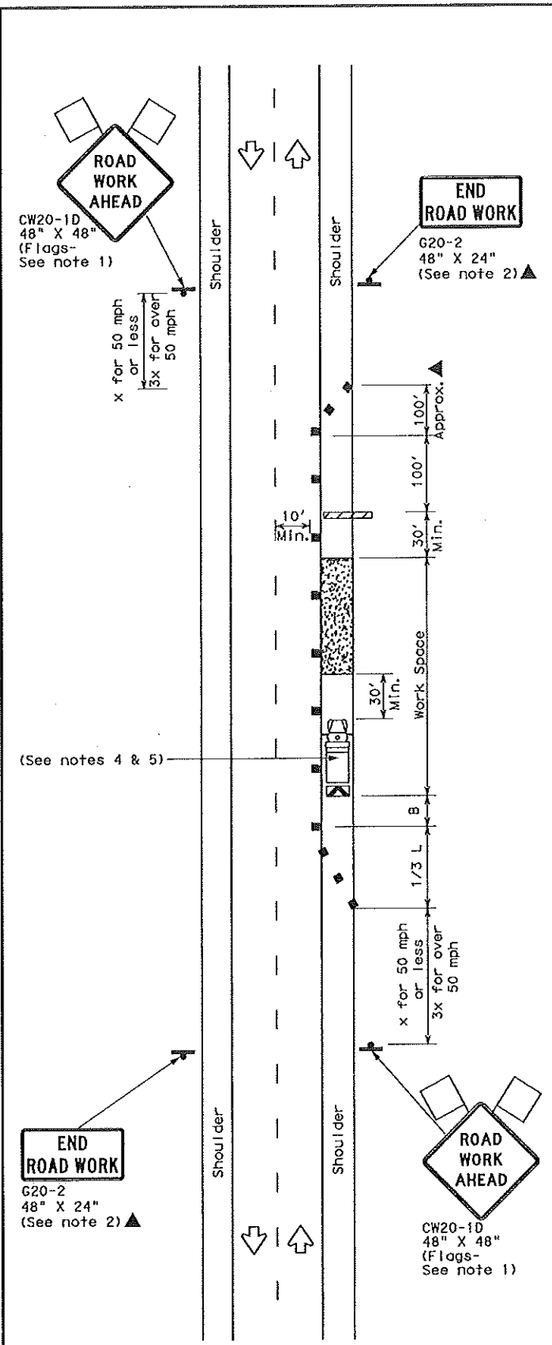
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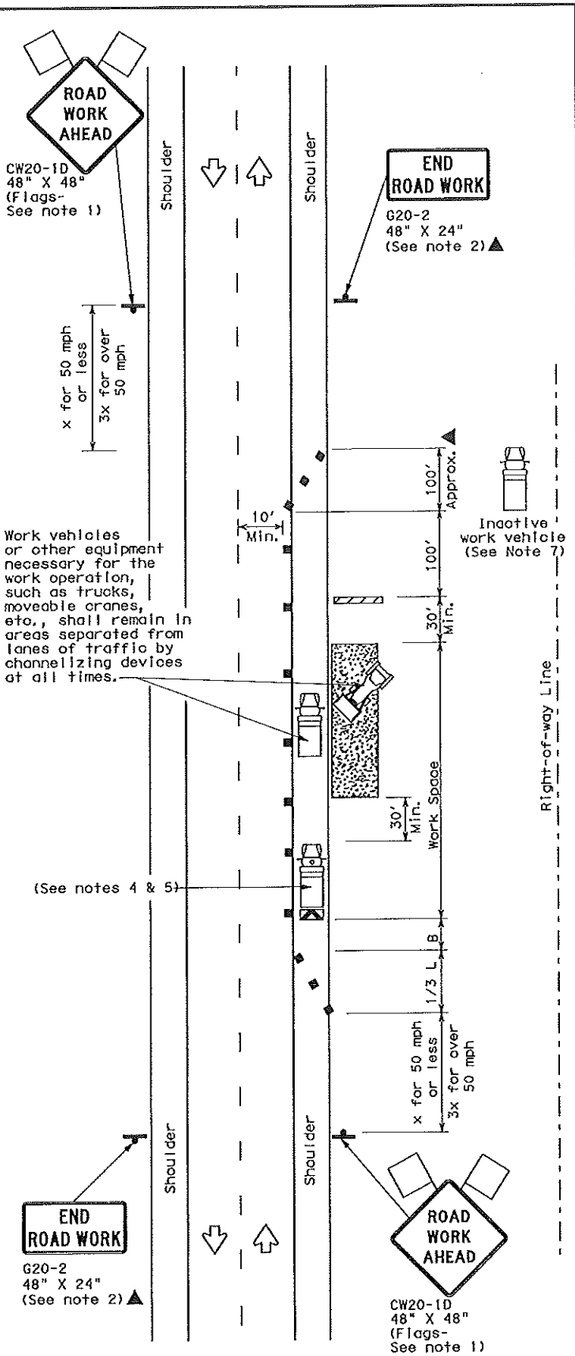
TCP (2-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (2-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (2-1c)

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"
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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 in the plans, or for routine maintenance work, when approved by the Engineer.
3. Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
4. Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. 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 a wider work space.
6. See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
7. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
8. CW21-5 "SHOULDER WORK" signs may be used in place of CW21-1D "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(2-1)-12

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REVISIONS	CONT	SECT	JOB	HIGHWAY
2-94 2-12				LORENZANA RD.
8-95	DIST	COUNTY		SHEET NO.
1-97	PHR	HIDALGO		11
4-98				

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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, STAY ALERT TALK OR TEXT LATER (see Sign Detail G20-10T) 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.

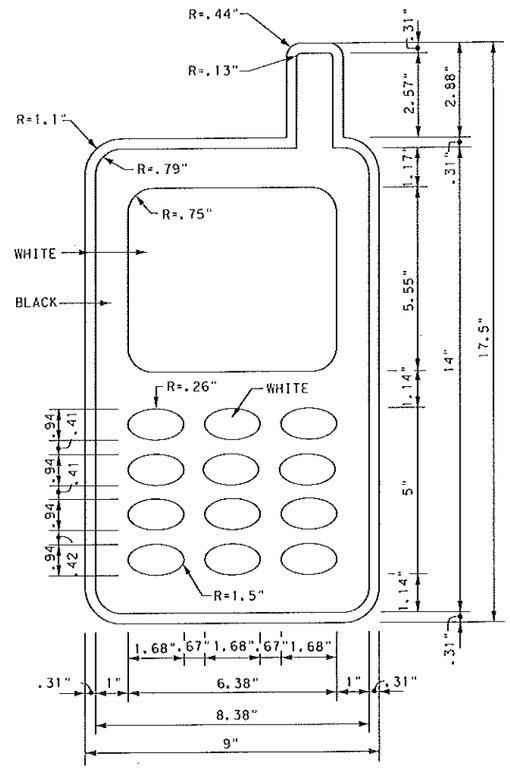
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.

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," or equivalent revisions, and 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.





3.0" Radius, 1.25" Border, 0.75" Indent, Black on Yellow; [STAY ALERT] Font: D
3.0" Radius, 1.25" Border, 0.75" Indent, Black on Orange; [TALK OR TEXT LATER] Font: C specified length;

SIGN DETAIL (G20-10T)

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

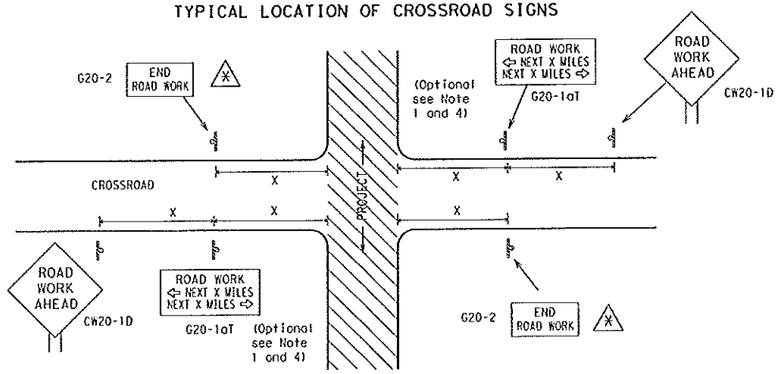
BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
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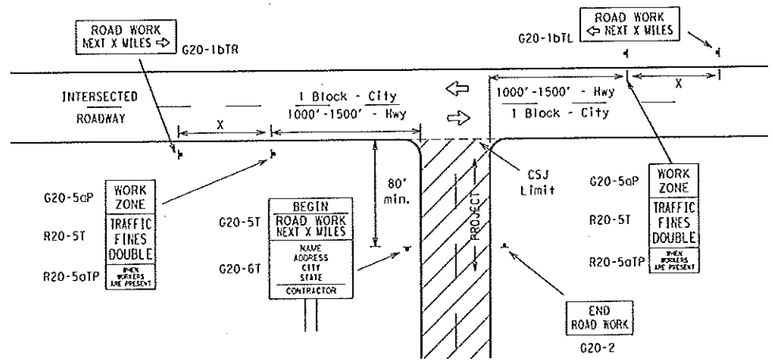
TYPICAL LOCATION OF CROSSROAD SIGNS



⚹ May be mounted on back of "ROAD WORK AHEAD" (CW20-1D) sign with approval of Engineer. (See note 2 below)

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D) sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK" (G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES" (G20-1aT) sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME" (G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow (G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING[1,5,6]

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20[4], CW21, CW22, CW23, CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign Δ Spacing "X"
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]

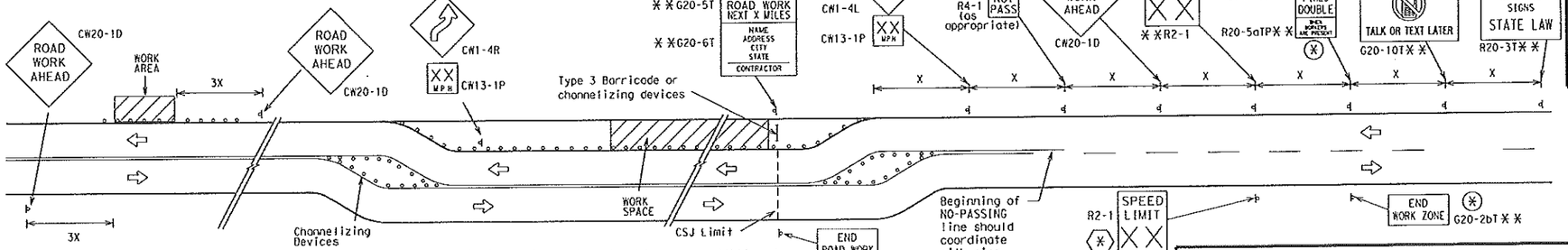
⚹ For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

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.

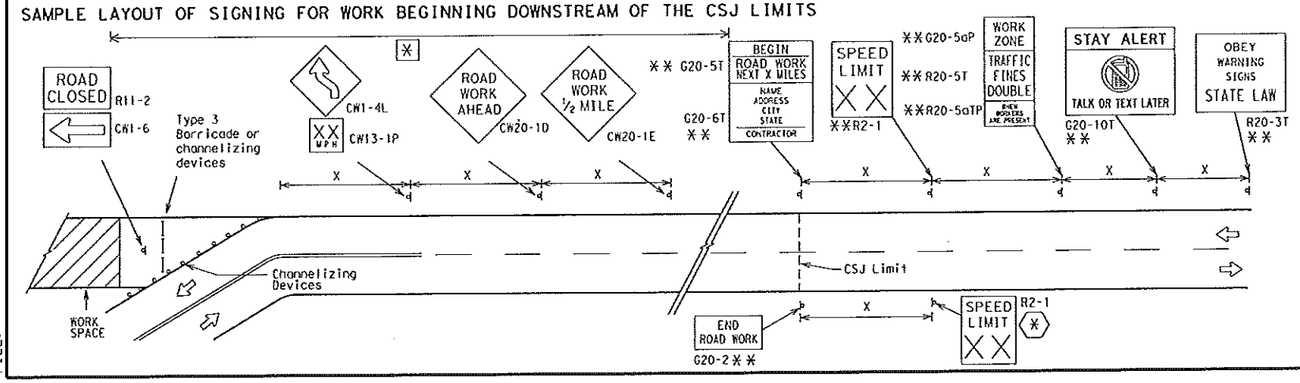
WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



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)-14

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7-13		HIDALGO		13

DATE:
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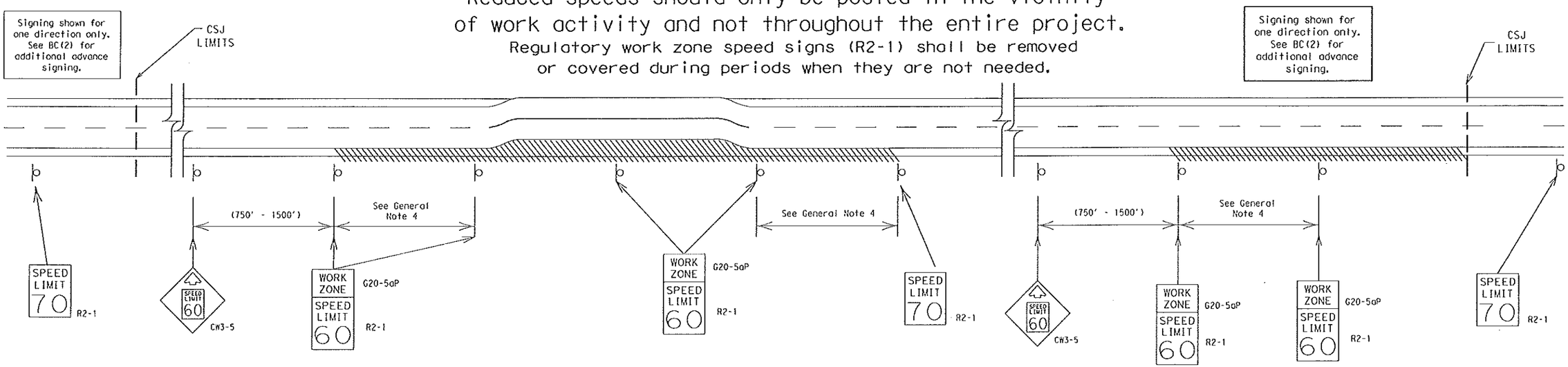
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TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

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.

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BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC(3)-14

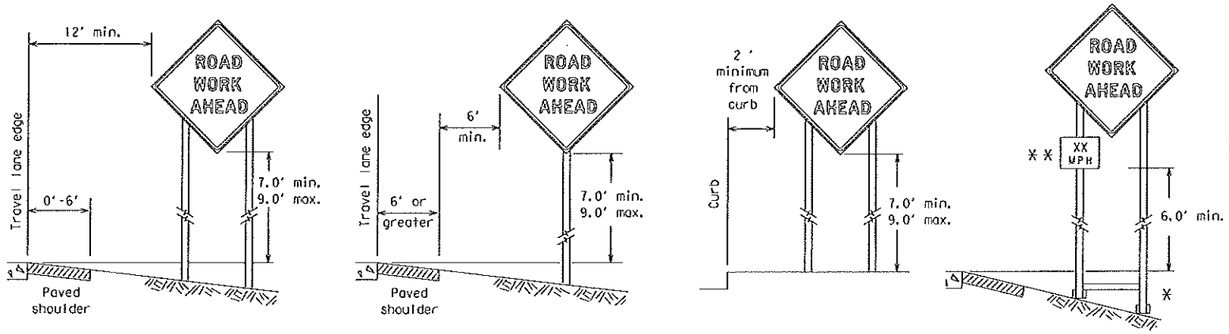
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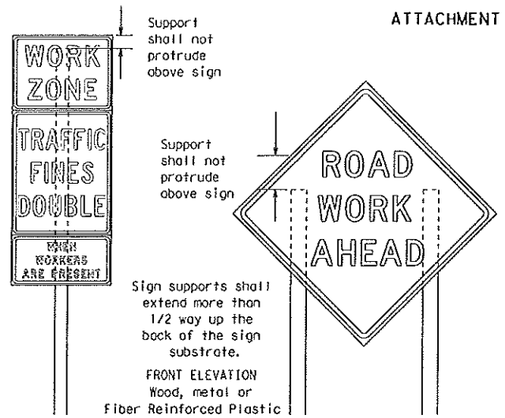
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



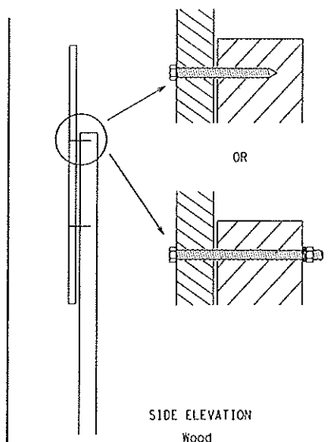
X When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

XX 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



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.

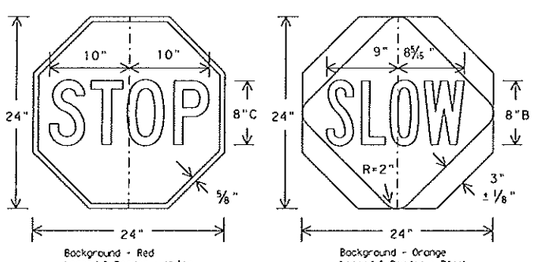


Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

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.

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.

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BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

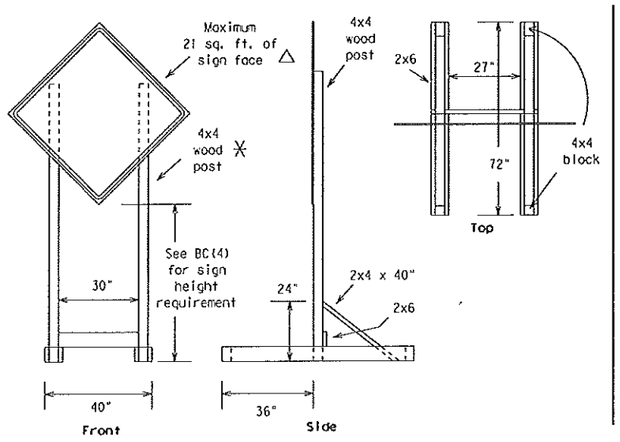
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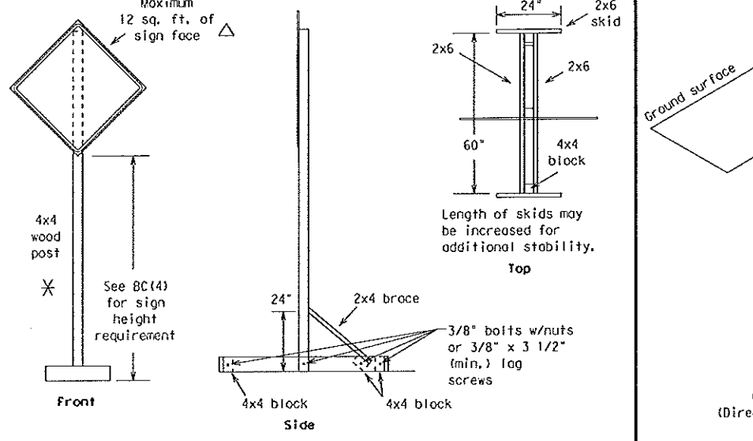
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© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
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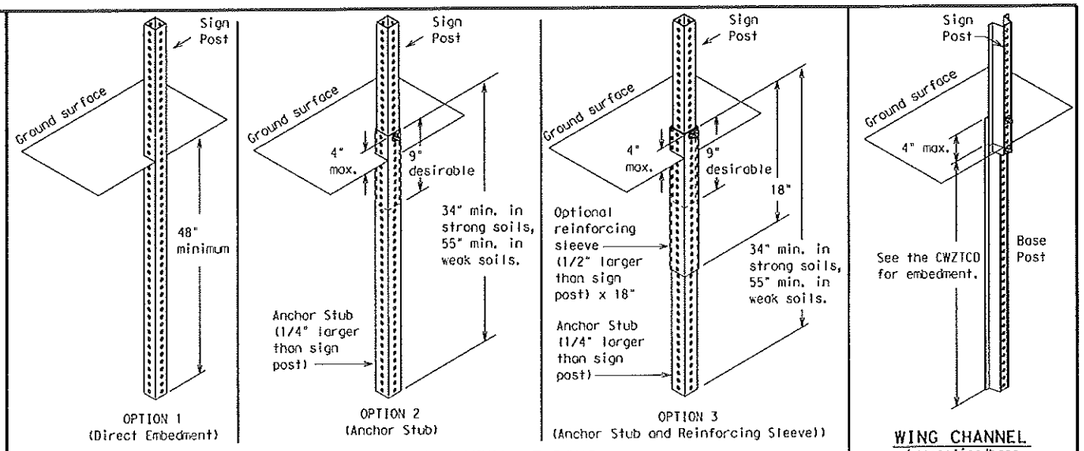
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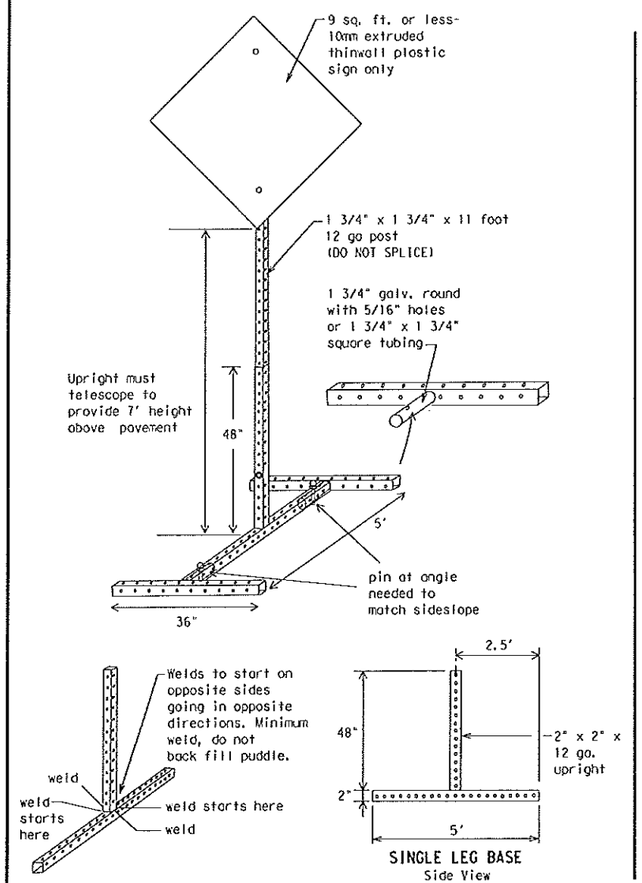
SKID MOUNTED WOOD SIGN SUPPORTS

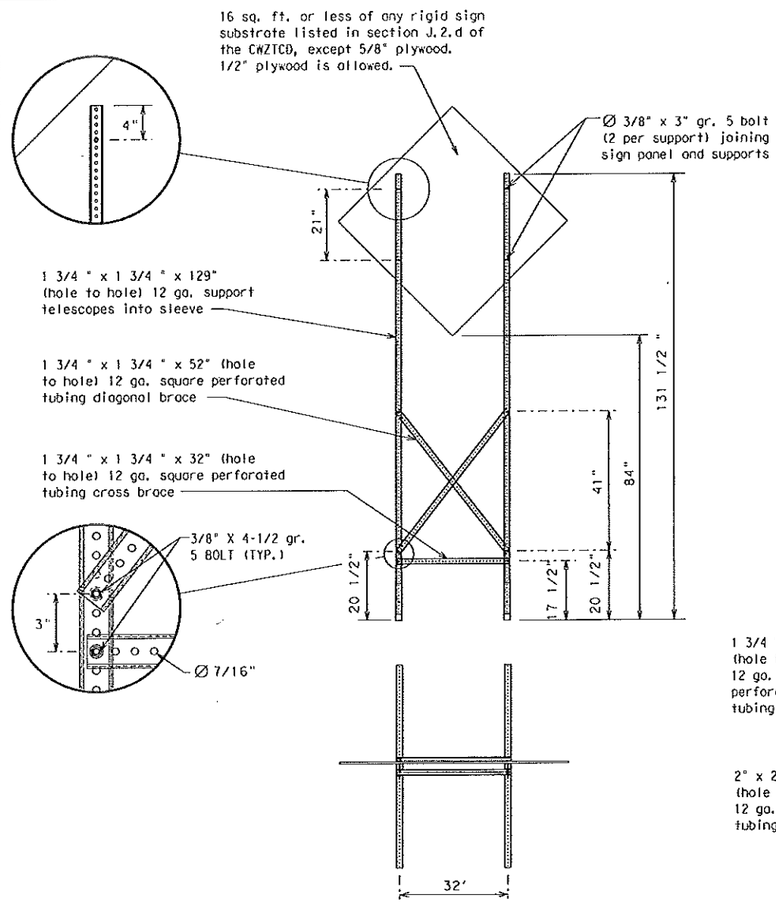
LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

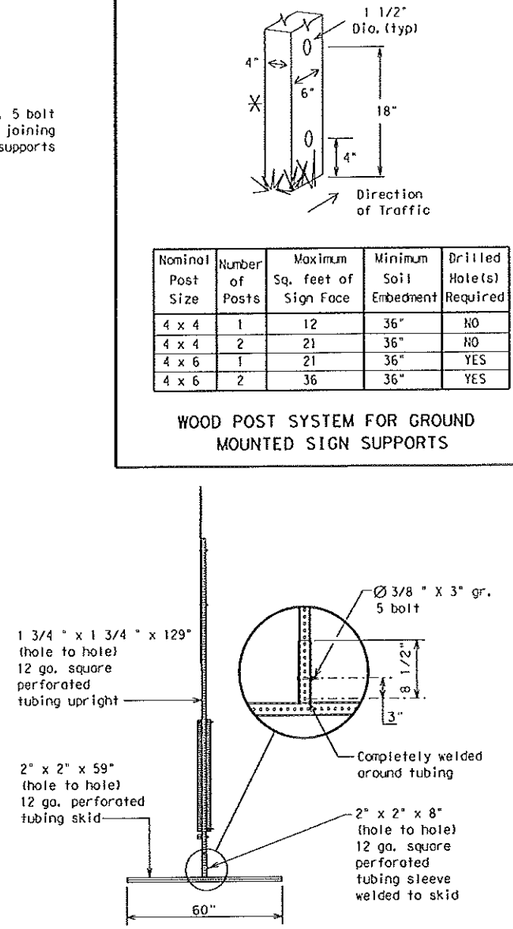


GROUND MOUNTED SIGN SUPPORTS

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

SKID MOUNTED PERFORATED SQUARE STEEL TUBING 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.

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Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-14

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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Fridoy	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT

WORD OR PHRASE	ABBREVIATION
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation = IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

- FREEWAY CLOSED X MILE
- FRONTAGE ROAD CLOSED
- ROAD CLOSED AT SH XXX
- SHOULDER CLOSED XXX FT
- ROAD CLSD AT FM XXXX
- RIGHT LN CLOSED XXX FT
- RIGHT X LANES CLOSED
- RIGHT X LANES OPEN
- CENTER LANE CLOSED
- DAYTIME LANE CLOSURES
- NIGHT LANE CLOSURES
- I-XX SOUTH EXIT CLOSED
- VARIOUS LANES CLOSED
- EXIT XXX CLOSED X MILE
- EXIT CLOSED
- RIGHT LN TO BE CLOSED
- MALL DRIVEWAY CLOSED
- X LANES CLOSED TUE - FRI
- XXXXXXXX BLVD CLOSED

Other Condition List

- ROADWORK XXX FT
- ROAD REPAIRS XXXX FT
- FLAGGER XXXX FT
- LANE NARROWS XXXX FT
- RIGHT LN NARROWS XXXX FT
- TWO-WAY TRAFFIC XX MILE
- MERGING TRAFFIC XXXX FT
- CONST TRAFFIC XXX FT
- LOOSE GRAVEL XXXX FT
- UNEVEN LANES XXXX FT
- DETOUR X MILE
- ROUGH ROAD XXXX FT
- ROADWORK PAST SH XXXX
- ROADWORK NEXT FRI-SUN
- BUMP XXXX FT
- US XXX EXIT X MILES
- TRAFFIC SIGNAL XXXX FT
- LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

- MERGE RIGHT
- FORM X LINES RIGHT
- DETOUR NEXT X EXITS
- USE XXXXX RD EXIT
- USE EXIT XXX
- USE EXIT I-XX NORTH
- STAY ON US XXX SOUTH
- USE I-XX E TO I-XX N
- TRUCKS USE US XXX N
- WATCH FOR TRUCKS
- WATCH FOR TRUCKS
- EXPECT DELAYS
- EXPECT DELAYS
- PREPARE TO STOP
- REDUCE SPEED XXX FT
- END SHOULDER USE
- USE OTHER ROUTES
- WATCH FOR WORKERS
- STAY IN LANE *

Location List

- AT FM XXXX
- BEFORE RAILROAD CROSSING
- NEXT X MILES
- PAST US XXX EXIT
- XXXXXXX TO XXXXXXX
- US XXX TO FM XXXX

Warning List

- SPEED LIMIT XX MPH
- MAXIMUM SPEED XX MPH
- MINIMUM SPEED XX MPH
- ADVISORY SPEED XX MPH
- RIGHT LANE EXIT
- USE CAUTION
- DRIVE SAFELY
- DRIVE WITH CARE

** Advance Notice List

- TUE-FRI XX AM- X PM
- APR XX-XX X PM-X AM
- BEGINS MONDAY
- BEGINS MAY XX
- MAY X-X XX PM - XX AM
- NEXT FRI-SUN
- XX AM TO XX PM
- NEXT TUE AUG XX
- TONIGHT XX PM- XX AM

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol"(CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

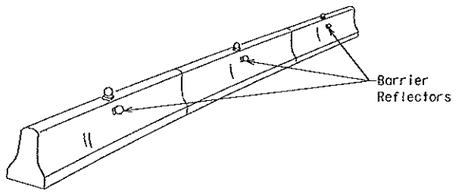
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©TxDOT	November 2002	CONT	SECT	JOB	HIGHWAY
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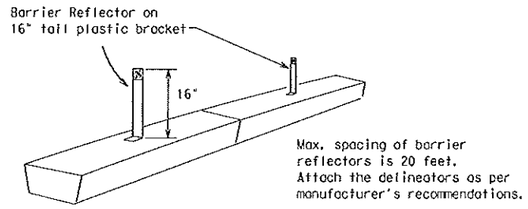
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1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

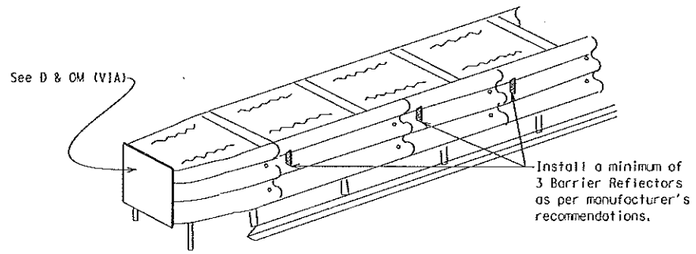


CONCRETE TRAFFIC BARRIER (CTB)

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)

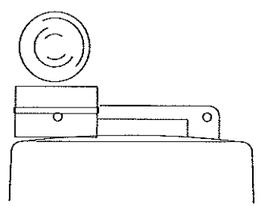


DELINEATION OF END TREATMENTS

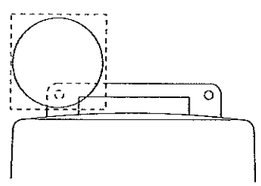
END TREATMENTS FOR CTB'S USED IN WORK ZONES

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

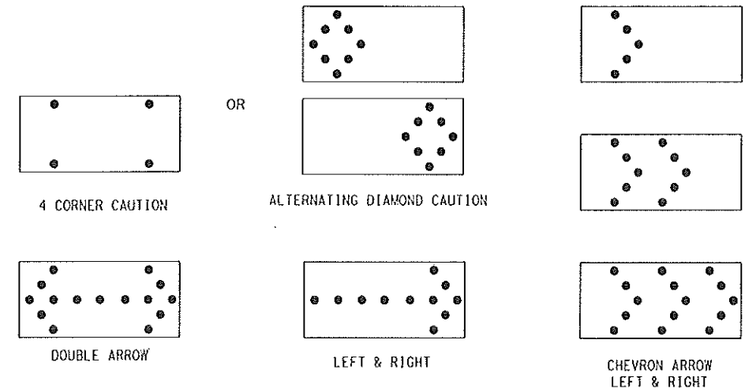
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing 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)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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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:

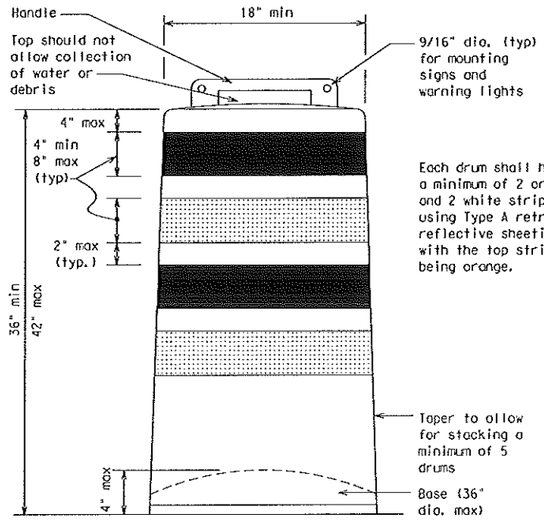
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents 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.

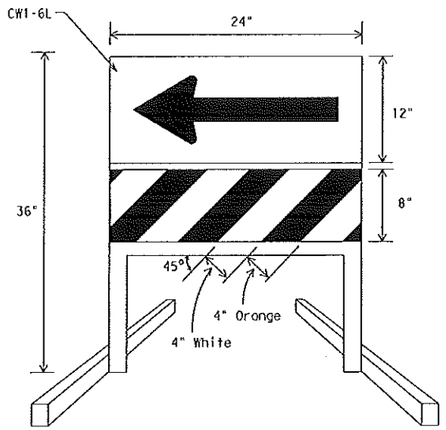
RETROREFLECTIVE SHEETING

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

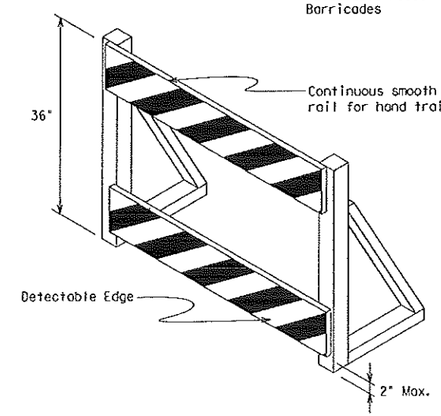
1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other 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.





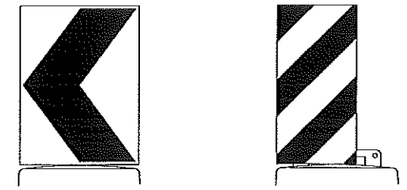
DIRECTION INDICATOR BARRICADE

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.



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.

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Traffic Operations Division Standard

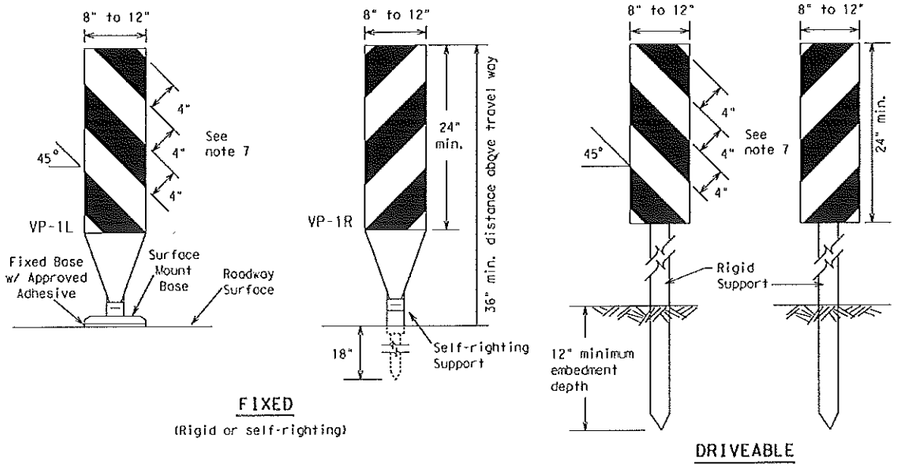
BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-14

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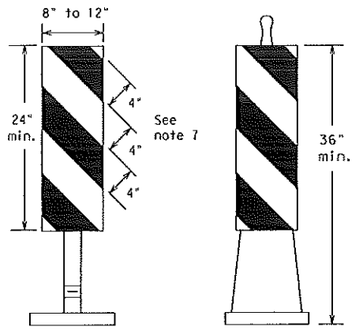
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FIXED
(Rigid or self-righting)

DRIVEABLE

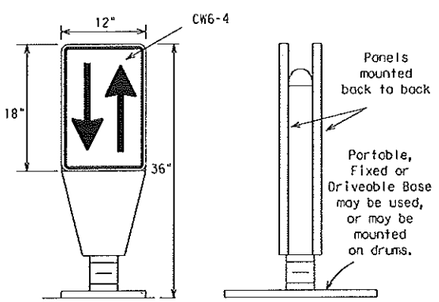


(Rigid or self-righting)

PORTABLE

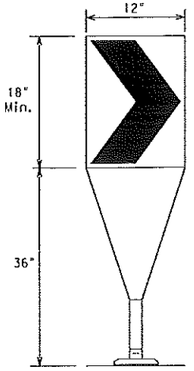
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is 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)



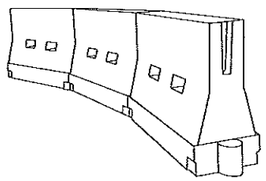
Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

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 far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B_{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 canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	$L=WS$	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

** Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

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BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

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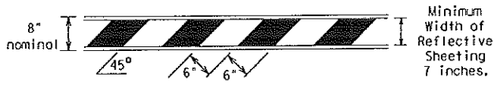
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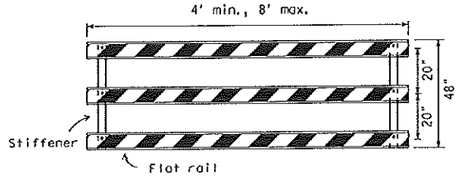
TYPE 3 BARRICADES

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.



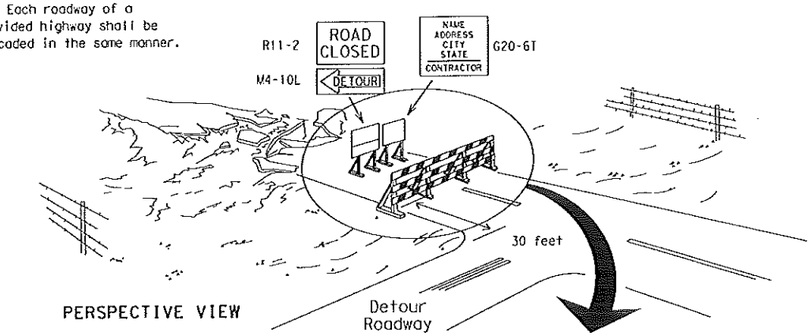
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



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

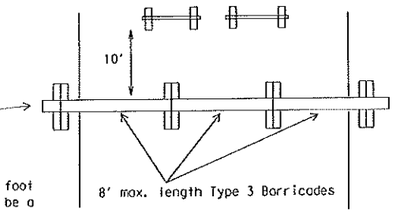
Each roadway of a divided highway shall be barricaded in the same manner.



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.

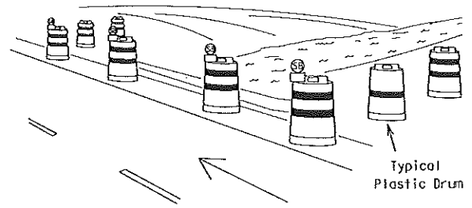
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

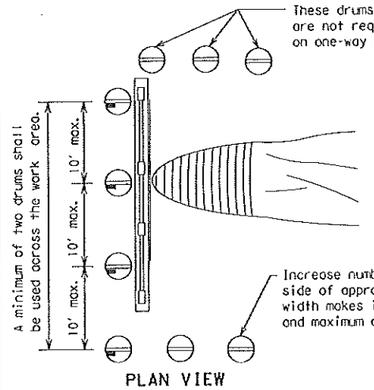
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

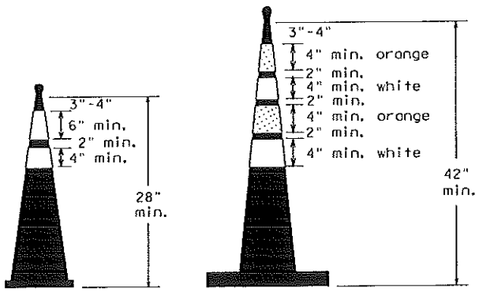
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder 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

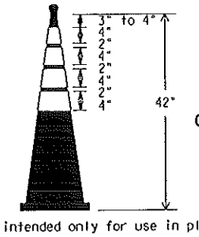


28" Cones shall have a minimum weight of 9 1/2 lbs.

42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

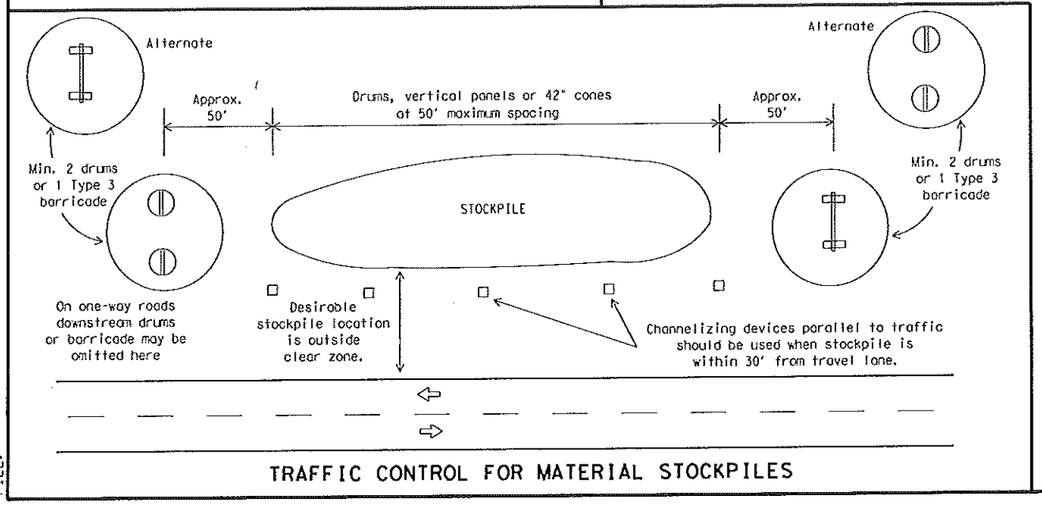
1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added 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)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS			LORENZANA RD.	
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13		HIDALGO		21

DATE:
FILE:

104

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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.

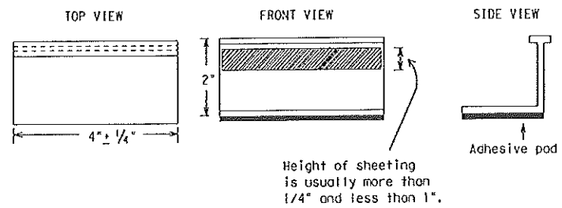
MAINTAINING WORK ZONE PAVEMENT MARKINGS

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 floggers 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)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS			LORENZANA RD.	
2-98 9-07	DIST	COUNTY		SHEET NO.
1-02 7-13		HIDALGO		22
11-02 8-14				

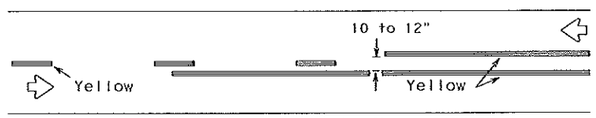
105

DATE:
FILE:

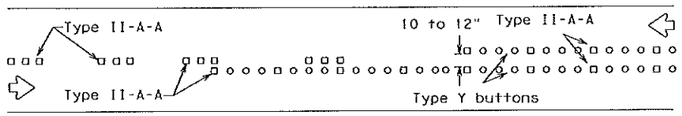
DISCLAIMER:
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DATE:
FILE:

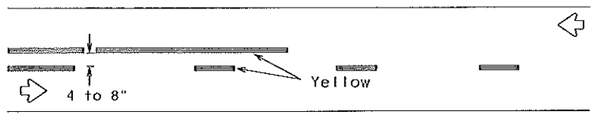
PAVEMENT MARKING PATTERNS



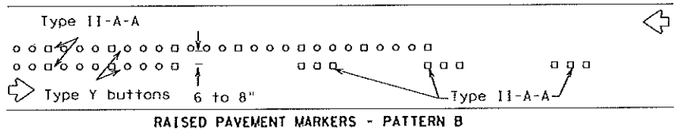
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN A



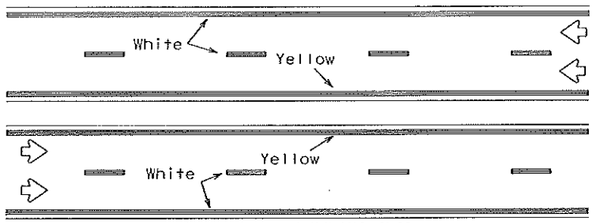
REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



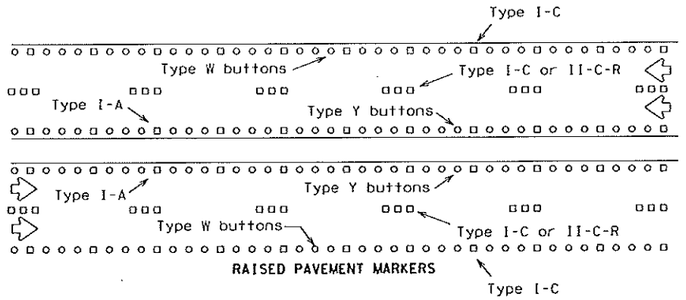
RAISED PAVEMENT MARKERS - PATTERN B

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



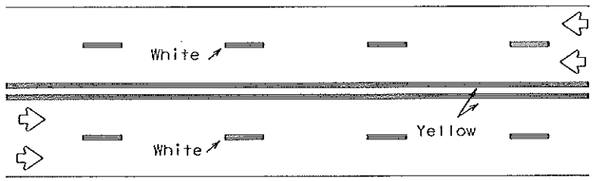
REFLECTORIZED PAVEMENT MARKINGS



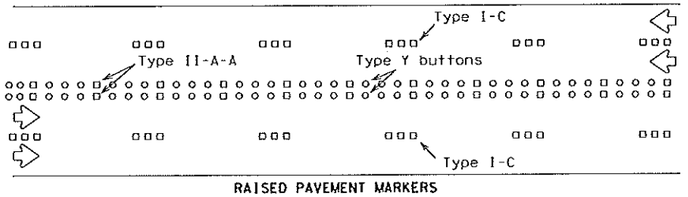
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



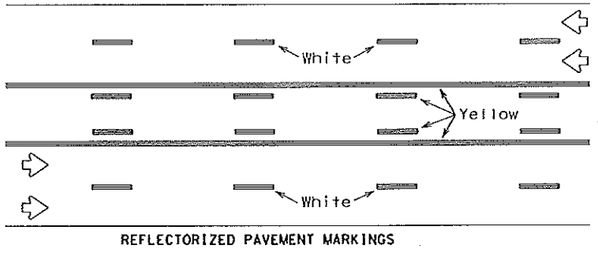
REFLECTORIZED PAVEMENT MARKINGS



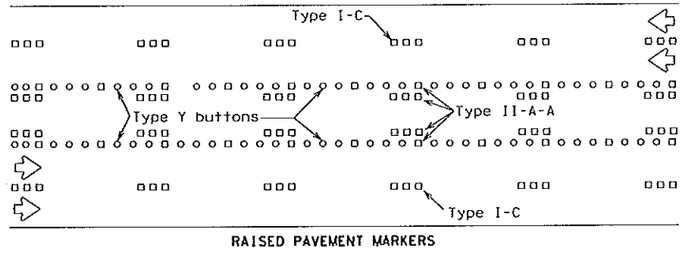
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS



RAISED PAVEMENT MARKERS

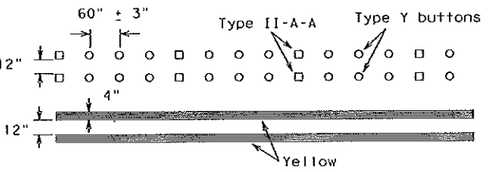
Prefabricated markings may be substituted for reflectorized pavement markings.

TWO-WAY LEFT TURN LANE

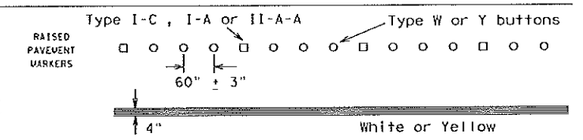
STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS

SOLID LINES

DOUBLE NO-PASSING LINE

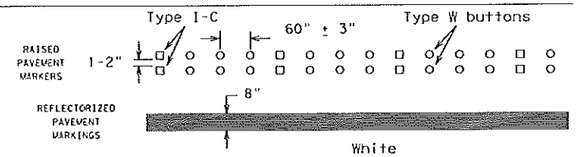


EDGE LINE OR SINGLE NO-PASSING LINE



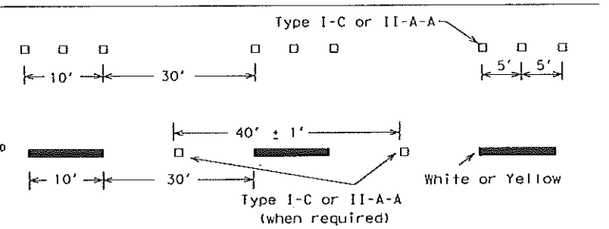
WIDE LINE

(FOR LEFT TURN CHANNELIZING LINE OR CHANNELIZING LINE USED TO DISCOURAGE LANE CHANGING.)

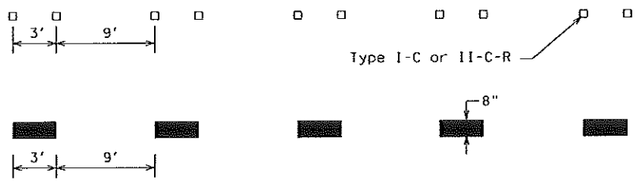


BROKEN LINES

CENTER LINE OR LANE LINE

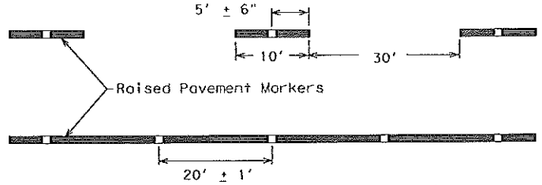


AUXILIARY OR LANEDROP LINE



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)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS			LORENZANA RD.	
1-97 9-07	DIST	COUNTY		SHEET NO.
2-98 7-13		HIDALGO		23
11-02 8-14				

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DRIVEWAY SUMMARY TABLE

LORENZANA STREET	EXIST. DRIVEWAY WIDTH	EXIST. RCP 12"	PROP. WIDTH @ EDGE OF RDWAY	PROP. WIDTH @ ROW LINE	ITEM 530 CONC DRWY AREA (SY)		ITEM 530 ASPH DRWY AREA (SY)		ITEM 556 8" PVC PIPE	ITEM 556 15" H.D.P.E. PIPE	PROP. FL OF PIPE	
											UP STREAM	DOWN STREAM
CSJ 3C-1080-422						6"	PRB-1	PB-1				
(STA)	(FT)	(FT)	(FT)	(FT)					(FT)	(FT)	(FT)	(FT)
2+25.26 (LT)	14.00	N/A	24.00	14.00				21.00		24.00	68.15	68.13
2+38.09 (RT)	14.00	N/A	24.00	14.00				21.00		24.00	68.13	68.12
2+82.21 (RT)	12.00	N/A	22.00	12.00		19.00				22.00	68.13	68.12
3+94.56 (LT)	14.00	N/A	24.00	14.00		21.00				24.00	68.15	68.14
5+91.64 (LT)	12.00	N/A	22.00	12.00		19.00				22.00	68.14	68.13
6+26.41 (RT)	18.00	N/A	28.00	18.00		27.00				28.00	68.16	68.15
8+09.72 (RT)	14.00	N/A	24.00	14.00				21.00		24.00	68.16	68.15
8+56.99 (LT)	12.00	N/A	22.00	12.00				19.00		22.00	68.16	68.15
9+39.08 (LT)	12.00	N/A	22.00	12.00				19.00		22.00	68.14	68.13
9+64.80 (RT)	20.00	N/A	30.00	20.00				30.00		30.00	68.06	68.04
1+00.00 (110 FT N. OF INTERSECTION)	15.00	18.00	25.00	15.00				15.00		25.00		
1+00.00 (53 FT S. OF INTERSECTION)	16.00	20.00	26.00	16.00				16.00		26.00		
1+00.00 (128 FT S. OF INTERSECTION)	13.00	16.00	23.00	13.00				13.00		23.00		
TOTAL						86.00		175.00		316.00		



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TEXAS DEPARTMENT OF TRANSPORTATION

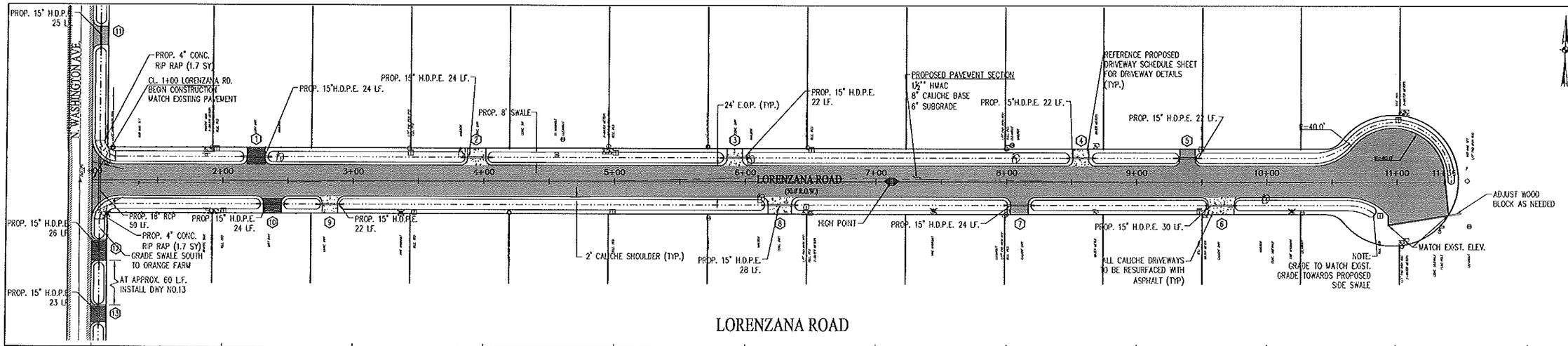
NO.	DATE	REVISION	APPROV.
1			
2			
3			
4			

HIDALGO COUNTY PCT NO. 1
LORENZANA SUBDIVISION
ROAD AND DRAINAGE CONSTRUCTION

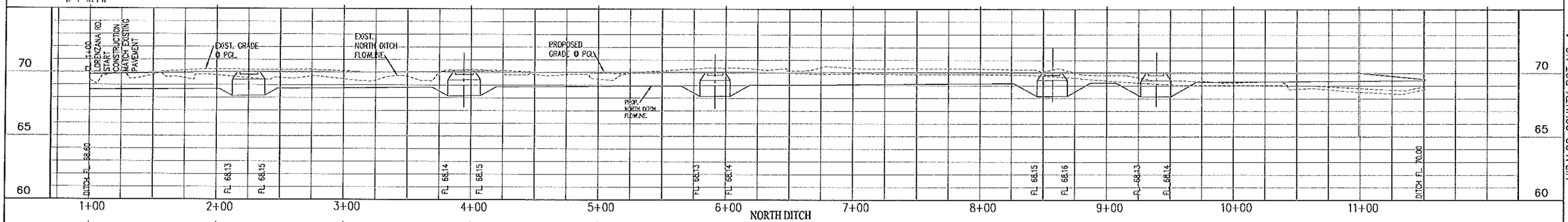
DRIVEWAY SUMMARY TABLE

Civil Engineering
Environmental Engineering
Planning
Project Management
Texas Registered Engineering Firm F-4725
512 Nolana, Suite 500
McAllen, Texas 78504
Tel. (956) 687-4904
Fax. (956) 687-5560
LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.

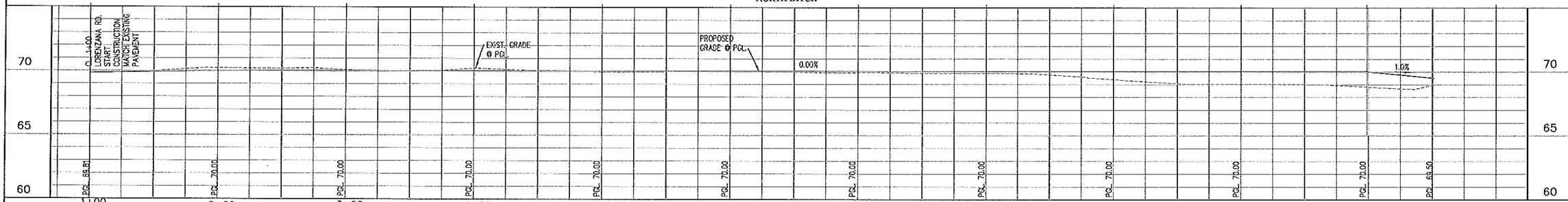
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Scale	Horz. 1:40 Vert. 1:4
Checked	ES
Date	MAY 2015
Job No.	178
Sheet	24 of 35



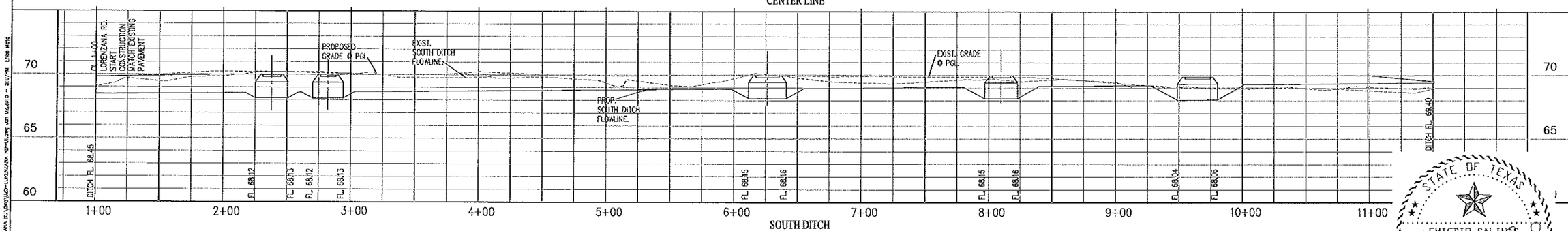
LORENZANA ROAD



NORTH DITCH



CENTER LINE



SOUTH DITCH

NOTE:
1. CONTRACTOR TO PROVIDE PUBLIC ACCESS TO ALL DRIVEWAYS THROUGH ALL PHASES OF CONSTRUCTION.
2. CONTRACTOR TO MAINTAIN POSITIVE FLOW OF ALL EXISTING DRAINAGE PATTERNS DURING ALL PHASES OF CONSTRUCTION.
3. CONTRACTOR TO ADJUST ALL EXISTING MAILBOXES & TRAFFIC CONTROL SIGNS CONFLICTING WITH PROPOSED ROADWAY SECTION. (SUBSIDIARY TO PERTINENT BID ITEMS)

CONTRACTOR SHALL CONTACT THE FOLLOWING ENTITIES 48 HOURS PRIOR TO CONSTRUCTION:

TEXAS ONE CALL:	1-800-245-4545
HIDALGO COUNTY PCT 1:	956-968-8733
CITY OF DONNA:	956-464-6917
TEXAS GAS SERVICE:	956-444-3936
AT&T:	956-279-1985
NORTH ALAMO WSC:	956-383-1618

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NO.	DATE	REVISION	APPROV.
1			
2			
3			
4			

HIDALGO COUNTY PCT NO. 1
LORENZANA SUBDIVISION
ROAD AND DRAINAGE CONSTRUCTION

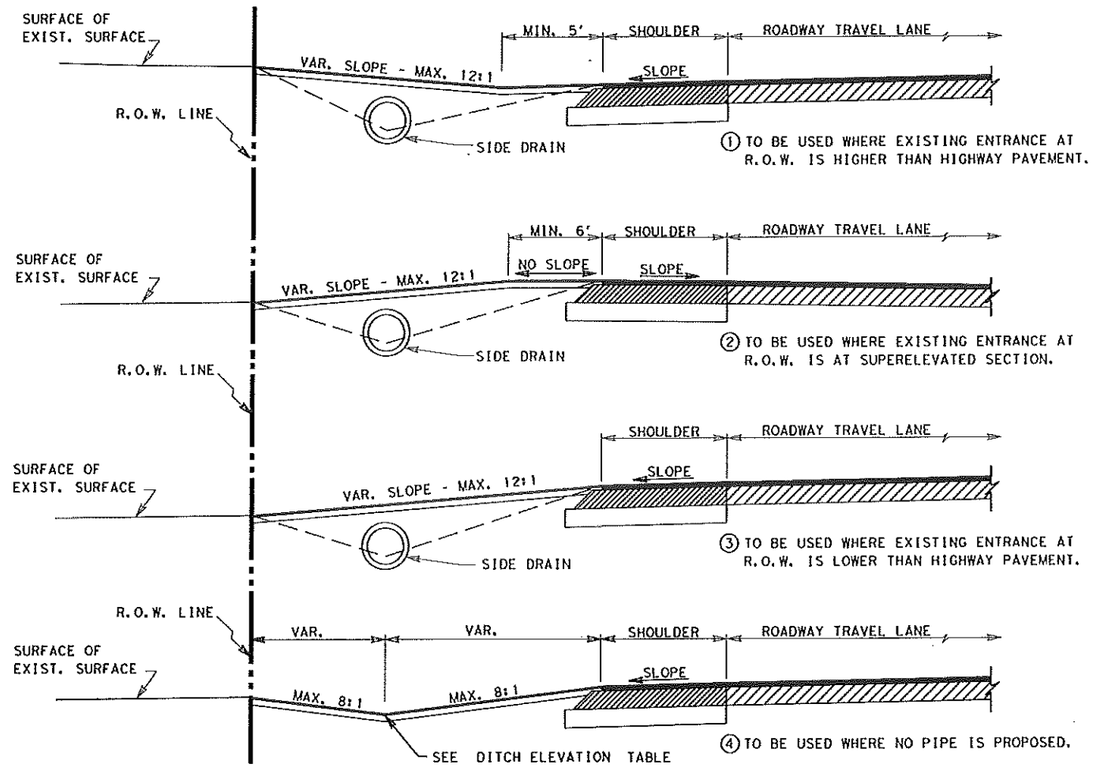
PLAN AND PROFILE – STA. 1+00 TO 11+51

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.
Civil Engineering
Environmental Engineering
Planning
Project Management
613 N. Main, Suite 200
McAllen, Texas 78501
Tel. 956.687.LEMC
Fax. 956.687.5563
Texas Registered Engineering Firm F-1722

STATE OF TEXAS
EMIGDIO SALINAS
107703
LICENSED PROFESSIONAL ENGINEER
6-2-15

Drawn	C.F.
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E:\D Projects\Hidalgo Pct No. 1\Lorenzana Rd\Dwg\Lor-Lorenzana Rd-Plan and Profile - South.dwg 6/2/2015 7:09:18 AM



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.

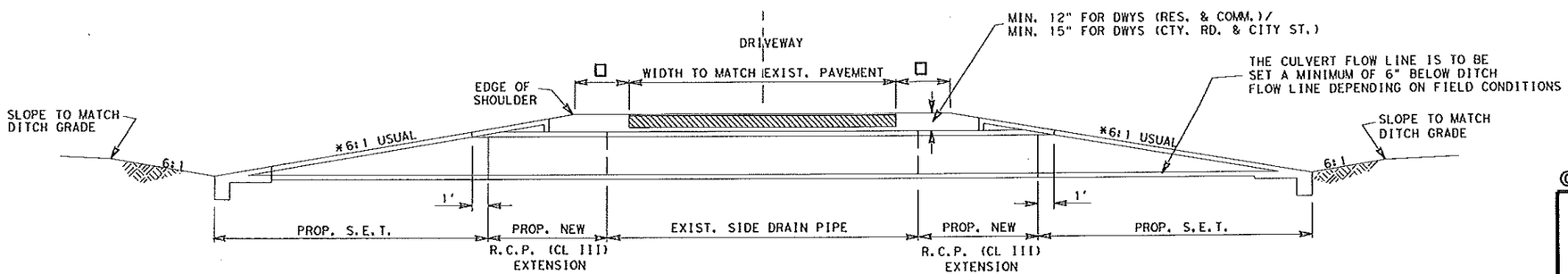
SIDE DRAINS TO BE INSTALLED WHERE ROADWAY DITCH DRAINAGE IS NECESSARY, AS INDICATED ON PLANS AND/OR AS DIRECTED BY THE ENGINEER.

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

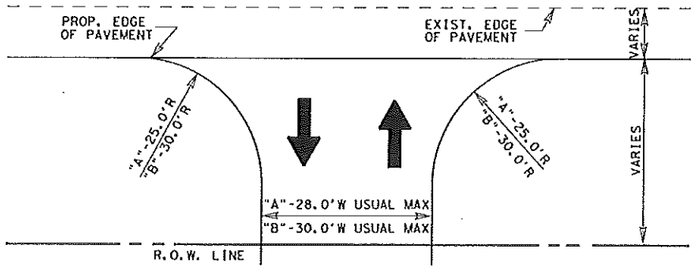
TEXAS DEPARTMENT OF TRANSPORTATION

DRIVEWAY PROFILE DETAILS

REV. 02/15 DRIVEWAY1.DGN

FED. RD. DIV. NO.	STATE AID PROJECT NO.		FILE NO.			SHEET NO.
6			LORENZANA RD.			26
STATE	STATE DIST. NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21	HIDALGO			P-178	

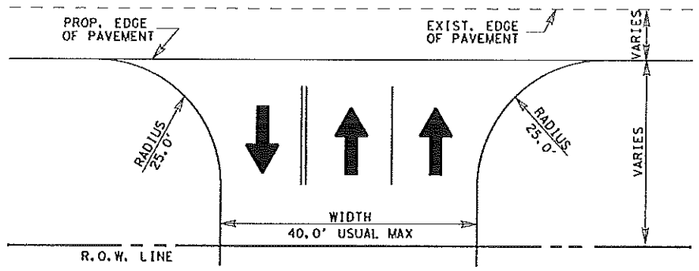
DESIGNS FOR TWO-WAY COMMERCIAL DRIVEWAYS



"A"- ONE ENTRY LANE AND ONE EXIT LANE, FEWER THAN 4 LARGE VEHICLES PER HOUR

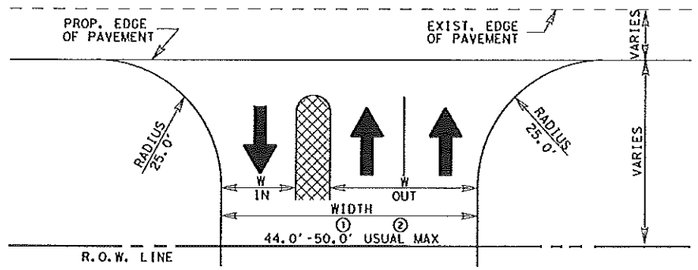
"B"- ONE ENTRY LANE AND ONE EXIT LANE, 4 OR MORE SINGLE UNIT VEHICLES ① PER HOUR

① - *DRIVEWAY DESIGNS FOR LARGER VEHICLES WILL BE CONSIDERED ON A CASE BY CASE BASIS*



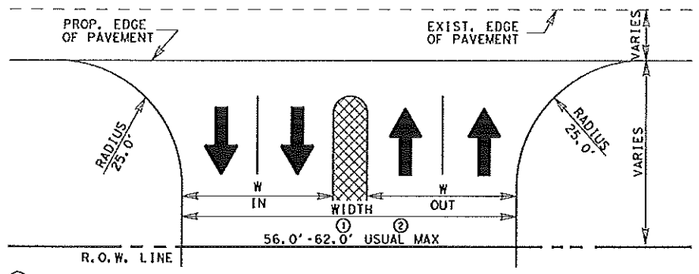
ONE ENTRY LANE AND TWO EXIT LANES (WITHOUT DIVIDERS)

DESIGNS FOR TWO-WAY COMMERCIAL DRIVEWAYS



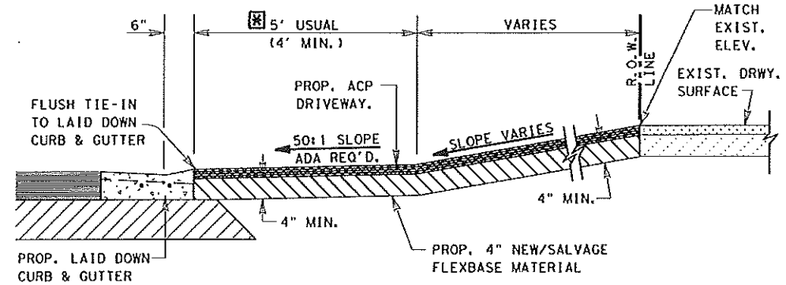
① - *4.0' WIDE DIVIDER, FACE-TO-FACE CURBS*
② - *10.0' WIDE DIVIDER, FACE-TO-FACE-CURBS*

ONE ENTRY LANE AND TWO EXIT LANES (WITH A DIVIDER)



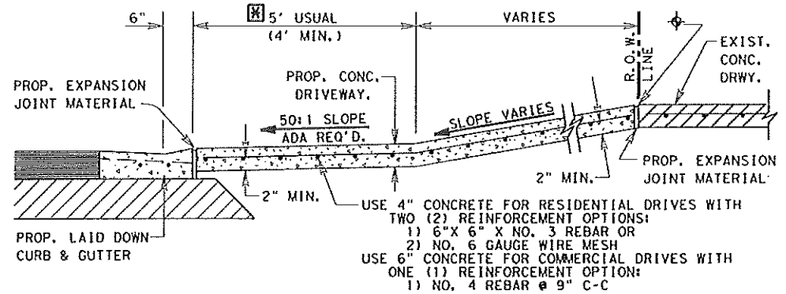
① - *4.0' WIDE DIVIDER, FACE-TO-FACE CURBS*
② - *10.0' WIDE DIVIDER, FACE-TO-FACE-CURBS*

TWO ENTRY LANES AND TWO EXIT LANES (WITH A DIVIDER)



TYPICAL ASPH. CONC. PVM'T. DRIVEWAY SECTION

N.T.S.



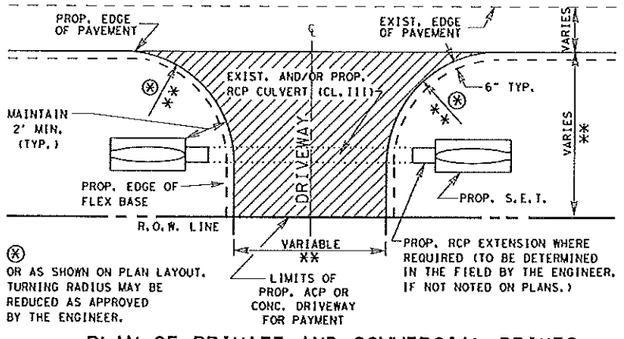
TYPICAL CONCRETE DRIVEWAY SECTION

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 WITHOUT CURB & GUTTER

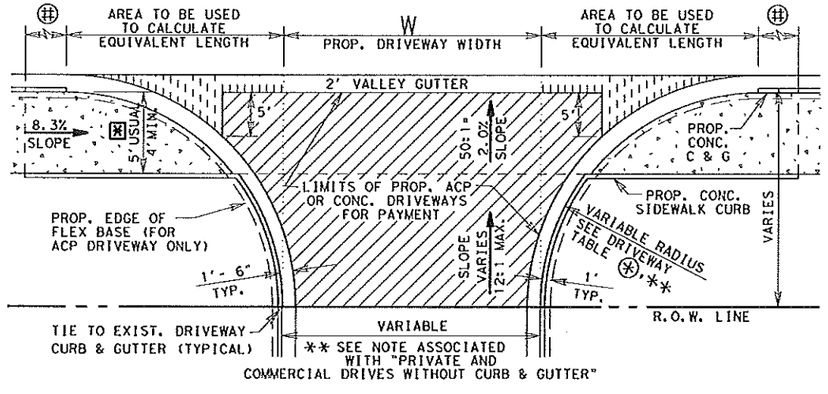


⊗ OR AS SHOWN ON PLAN LAYOUT. TURNING RADIUS MAY BE REDUCED AS APPROVED BY THE ENGINEER.

PLAN OF PRIVATE AND COMMERCIAL DRIVES

** FOR PRIVATE RESIDENTIAL DRIVES, TRY TO MATCH EXISTING WITH A MINIMUM WIDTH OF 12 FT. AND A MAXIMUM WIDTH OF 24 FT. WITH 15 FT. USUAL RADIUS. FOR COMMERCIAL DRIVES, USE ABOVE COMMERCIAL DRIVEWAY DETAILS.

PRIVATE AND COMMERCIAL DRIVES WITH CURB & GUTTER



PLAN OF PRIVATE AND COMMERCIAL DRIVES

SEE P&P SHEETS FOR LOCATIONS OF DRIVES

N.T.S.

⊠ PROP./FUTURE CONC. SIDEWALK LOCATION UNLESS SHOWN ELSEWHERE ON P&P SHEETS. REFER TO STATE STANDARDS - PEDESTRIAN FACILITIES - FOR ADDITIONAL REQUIREMENTS.

⊕ LIMITS OF SLOPE FOR PROP. CONC. CURB BASED ON 8.3% SLOPE FOR SIDEWALK

LF EQUIVALENT TABLE FOR PAYMENT LIMITS OF 2' VALLEY GUTTER

LF OF VALLEY GUTTER = W + X1 + X2

WHERE X1 AND X2 MAY VARY DEPENDING ON RADIUS

Prop. Driveway Radius	X1 or X2 (Sq Ft Area / 2') Equivalent LF Length
5'	1
8'	2
10'	4
12'	6
15'	9
18'	12
20'	15
22'	18
25'	24
28'	30
30'	34

SEE DRIVEWAY TABLE FOR LIMITS OF LAID DOWN CURB TO BE PAID FOR AS CURB AND GUTTER

DRIVEWAY TYPES

TY PB-1

EXIST. PRIVATE OR COMMERCIAL DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 4" NEW AND/OR SALVAGE FLEX. BASE, PRIMED AND SURFACED WITH \ 114#/SY ACP.

CONCRETE (RESIDENTIAL)

EXIST. PRIVATE DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 4" CONCRETE. TO BE PAID FOR BY THE SQ.YD.

CONCRETE (COMMERCIAL)

EXIST. BUSINESS DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 6" CONCRETE. TO BE PAID FOR BY THE SQ.YD.

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PHARR DISTRICT STANDARD

TEXAS DEPARTMENT OF TRANSPORTATION

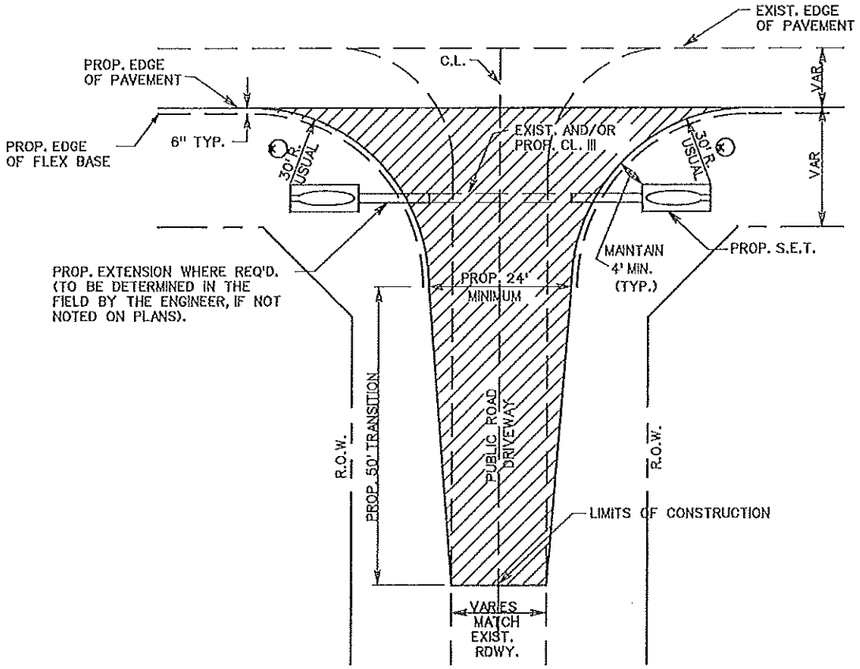
DRIVEWAY DETAILS PRIVATE (RESIDENTIAL-COMMERCIAL)

REV. 01/15

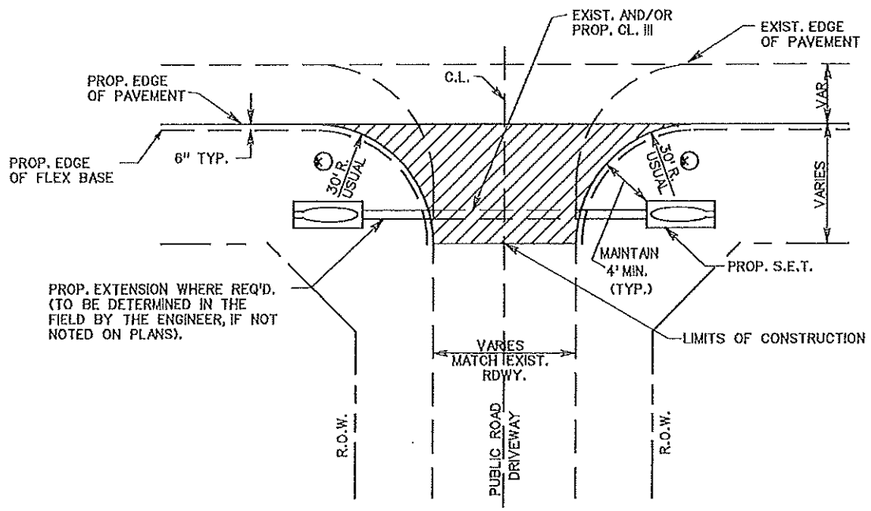
DRIVEWAY2.DGN

FED.RD. DIV.NO.	PROJECT NO.	FILE NO.	SHEET NO.
6		LORENZANA RD.	27

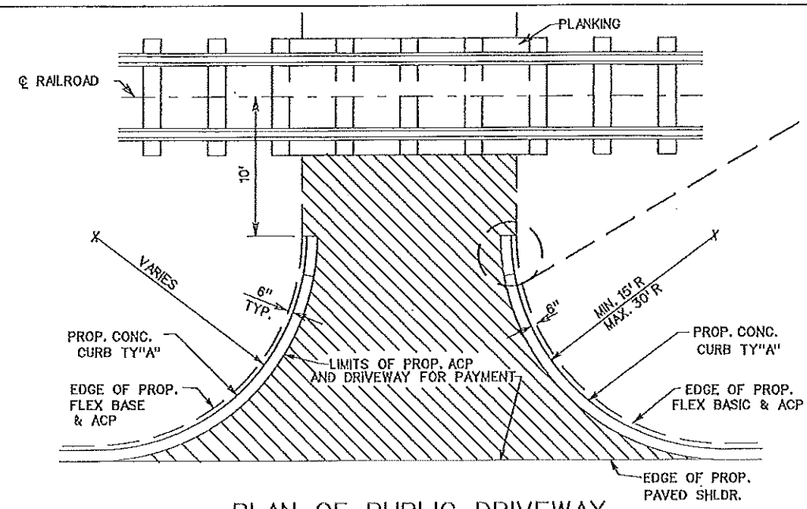
STATE	STATE DIST. NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21	HIDALGO			P-178	

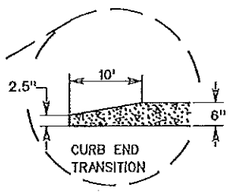


TYPICAL DETAIL
(WHEN EXIST. ROADWAY WIDTH LESS THAN 24'.)

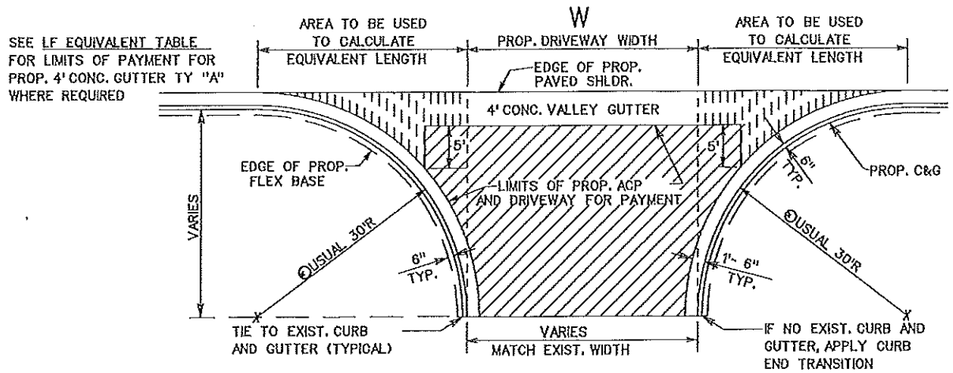


TYPICAL DETAIL
(WHEN EXIST. ROADWAY WIDTH EQUAL TO OR GREATER THAN 24'.)





PLAN OF PUBLIC DRIVEWAY ADJACENT TO R.R. CROSSING



PLAN OF PUBLIC DRIVEWAY

TY P
EXIST. PAVED DRIVEWAYS TO BE SURFACED W/171#/SY ACP.

TY PRB1
EXIST. PAVED, CALICHE AND/OR GRAVEL DRIVEWAYS TO BE SCARIFIED AND RECONTRUCTED WITH 4" NEW FLEX. BASE W/1% LIME TO MATCH THE PROPOSED WIDENED SECTION, THEN PRIMED AND SURFACED WITH 171#/SY ACP

TY PBS1
EXIST. UNPAVED PUBLIC DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 12" LIME TREAT. SUBGRADE, 8" FLEX. BASE 1% LIME, THEN PRIMED AND SURFACED WITH 171#/SY ACP.

TY PBS2
EXIST. DRIVEWAY TO BE CONSTRUCTED SAME AS ROADWAY.

LF EQUIVALENT TABLE FOR PAYMENT LIMITS OF 4'CONC. GUTTER TY."A"

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 / 4') Equivalent LF Length
10	3
15	7
20	12
25	19
30	27
35	37
40	48
45	61
50	75
55	91
60	109
65	127
70	148
75	170

GENERAL NOTES:

AVERAGE DIMENSIONS SHOWN ON TABLE OF DRIVEWAYS ARE FOR ESTIMATING PURPOSES ONLY.

LOCATIONS LISTED ON THE TABLE ARE APPROXIMATE, EXACT LOCATIONS, DIMENSIONS, AND TYPE TO BE ESTABLISHED DURING CONSTRUCTION BY THE ENGINEER AS REQUIRED.

℄ SEE DRIVEWAY TABLE, TURNING RADIUS MAY BE REDUCED AS APPROVED BY THE ENGINEER.

SEE TABLE OF DRIVEWAYS FOR TOTAL LENGTH OF PROP. 4' CONC. VALLEY GUTTER FOR EACH LOCATION.

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PHARR DISTRICT STANDARD

TEXAS DEPARTMENT OF TRANSPORTATION

DRIVEWAY DETAILS PUBLIC (COUNTY ROAD-CITY STREET)

REV. 4/05 DRIVEWAY3.DGN

FED.RD. DIV.NO.	STATE AID PROJECT NO.		FILE NO.			SHEET NO.
6						28
STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21	HIDALGO			P-178	LORENZANA RD.

SITE DESCRIPTION

PROJECT LIMITS: Within the 50.00 foot R.O.W. of Lorenzana St. a total of 1035 Linear Feet or 0.1960 miles.

PROJECT DESCRIPTION: Construct widening to 2-12' lanes. Consisting of grading, flexible base, asphaltic concrete pavement and storm water pollution prevention plan.

MAJOR SOIL DISTURBING ACTIVITIES: Include preparing R.O.W, clearing and grubbing, grading excavation and embankment for roadway entry crossing drainage culverts, erosion and sediments control seeding.

TOTAL PROJECT AREA: 1.19 acres

TOTAL AREA TO BE DISTURBED: 1.19 acres

WEIGHTED RUNOFF COEFFICIENT (AFTER CONSTRUCTION):

EXISTING CONDITION OF SOIL & VEGETATIVE COVER AND % OF EXISTING VEGETATIVE COVER: The existing soil primarily consists of one soil type, Sandy loam, a fine sandy loam that was originally open grassland. This soil has vegetation that is chiefly a mixture of short and mid grasses.

NAME OF RECEIVING WATERS: Storm water will drain into roadside ditches on both the North as well as the South of the roadway. Thereafter it will be transferred to the east to an existing roadside ditch on Washington Rd. belonging to Hidalgo County.

HISTORICAL STRUCTURES: None

ENDANGERED SPECIES: None

EROSION AND SEDIMENT CONTROLS

SOIL STABILIZATION PRACTICES:

____ TEMPORARY SEEDING
____ PERMANENT PLANTING, SODDING, OR SEEDING
____ MULCHING
____ SOIL RETENTION BLANKET
____ BUFFER ZONES
____ PRESERVATION OF NATURAL RESOURCES

OTHER: Disturbed areas on which construction activity has ceased (temporarily or permanently) shall be stabilized within 14 days unless activities are scheduled to resume within 21 days.

STRUCTURAL PRACTICES:

__X__ TEMPORARY SILT FENCES
____ HAY BALES
____ ROCK BERMS
____ DIVERSION, INTERCEPTOR, OR PERIMETER DIKES
____ DIVERSION, INTERCEPTOR, OR PERIMETER SWALES
____ DIVERSION DIKE AND SWALE COMBINATIONS
____ PIPE SLOPE DRAINS
____ PAVED FLUMES
____ ROCK BEDDING AT CONSTRUCTION EXIT
____ TIMBER MATTING AT CONSTRUCTION EXIT
____ CHANNEL LINERS
____ SEDIMENT TRAPS
____ SEDIMENT BASINS
____ STORM INLET SEDIMENT TRAP
____ STONE OUTLET STRUCTURES
____ CURBS AND GUTTERS
____ STORM SEWERS
____ VELOCITY CONTROL DEVICES

OTHER:

NARRATIVE – SEQUENCE OF CONSTRUCTION (STORM WATER MANAGEMENT) ACTIVITIES: None

STORM WATER MANAGEMENT: Storm water will drain into roadside ditches on both the North as well as the South of the roadway.

OTHER EROSION AND SEDIMENT CONTROLS:

MAINTENANCE: All erosion and sediment controls will be maintained in good working order. If a repair is necessary, it will be done at the earliest date possible, but no later than 7 calendar days after the surrounding exposed ground has dried sufficiently to prevent further damage from heavy equipment. The areas adjacent to creeks and drainage ways shall have priority followed by devices protecting storm sewer inlets.

INSPECTION: An inspection will be performed by a TxDOT inspector every week as well as after every half inch or more of rain (as recorded on a non-freezing rain gauge to be located at the Project Site). An Inspection and Maintenance Report will be made per each inspection. Based on the inspection results, the controls shall be revised per the inspection report.

WASTE MATERIALS: All waste materials will be collected and stored in a securely lidded dumpster. All trash and construction debris from the site will be deposited as necessary at a local dump. No construction waste material will be buried on site.

HAZARDOUS WASTE (INCLUDING SPILL REPORTING): At a minimum, any products in the following categories to be hazardous: Paints, Acids for cleaning masonry surfaces, Cleaning Solvents, Asphalt products,Chemical additives for soil stabilization, or Concrete curing compounds and additives. In the event of a spill which may be hazardous, the spill Coordinator should be contacted immediately. Emptying of excess concrete should not be allowed on site. Likewise, washout of concrete trucks should not be performed on site. These discharges are considered non-allowable non-storm water discharges. Concrete trucks should never be allowed to dump into storm drains or sanitary sewers.

SANITARY WASTE: All sanitary waste will be collected from the portable units as necessary or as required by local regulation by a licensed sanitary waste management contractor.

OFFSITE VEHICLE TRACKING:

____ HAUL ROADS DAMPENED FOR DUST CONTROL
____ LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN
____ EXCESS DIRT ON ROAD REMOVED DAILY
____ STABILIZED CONSTRUCTION ENTRANCE

OTHER:

REMARKS: Disposal areas, stockpiles, and haul roads shall be constructed in a manner that will minimize and control the amount of sediment that may enter receiving waters. Disposal areas shall not be located in any wet land, water body or stream bed. Construction staging areas and vehicle maintenance areas shall be constructed by the Contractor in a manner to minimize the runoff of pollutants.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalities for submitting false information, including the possibility of fine and imprisonment for knowing violations."

STATE OF TEXAS
EMIGDIO SALINAS
107703
LICENSED
PROFESSIONAL ENGINEER
5-6-15

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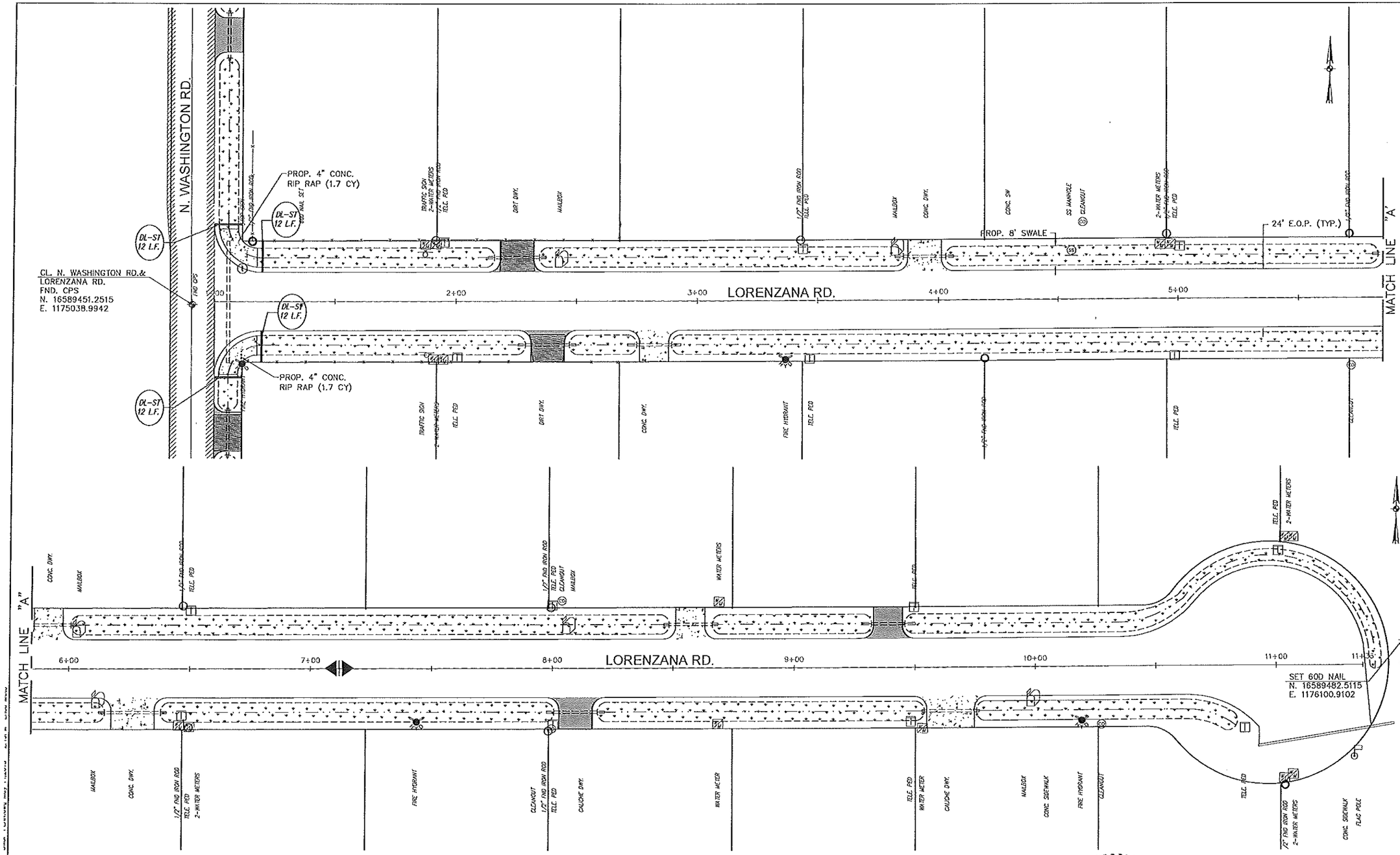
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2			
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4			

HIDALGO COUNTY PCT NO. 1
LORENZANA SUBDIVISION
ROAD AND DRAINAGE CONSTRUCTION

SW3P

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.
Civil Engineering
Environmental Engineering
Planning
Project Management
612 Nolana, Suite 620
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5563
Texas Registered Engineering Firm F-13227

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LEGEND	
	SEEDING AREA/ TOPSOIL
DI-ST	DITCH INLET SEDIMENT TRAP (BIODEGRADABLE LOG)
DL-ST	DITCH LINE SEDIMENT TRAP (BIODEGRADABLE LOG)

SUMMARY TABLE			
ITEM	DESCRIPTION	UNIT	QUANTITY
0166-6001	FERTILIZER	AC	0.35
0168-6001	VEGETATIVE WATER	1000 GAL	51
0164-6028	CELL FBR MLCH SEED	AC	0.35
	BIODEGRADABLE EROSION CONTROL LOG (12-IN DIA) FOR INLET & DITCH LINE	L.F.	48

STATE OF TEXAS
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5-7-15

20 0 20
GRAPHIC SCALE 1":20'

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NO.	DATE	REVISION	APPROV.
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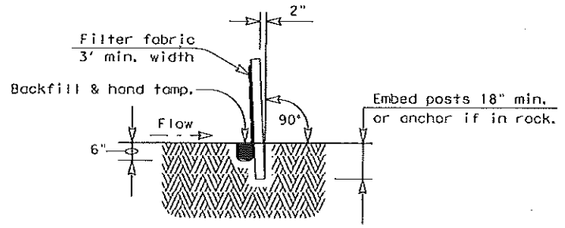
HIDALGO COUNTY PCT NO. 1
LORENZANA SUBDIVISION
ROAD AND DRAINAGE CONSTRUCTION

STORM WATER POLLUTION PREVENTION PLAN LAYOUT

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.
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Environmental Engineering
Planning
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1612 Nolana, Suite 502
McAllen, Texas 78504
Tel. 956.687.LEMC
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Texas Registered Engineering Firm F-11725

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Date	MAY 2015
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SECTION A-A

GENERAL NOTES

1. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

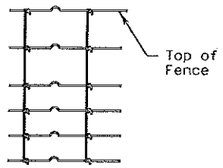
PLAN SHEET LEGEND

Sediment Control Fence —— SCF ——

SEDIMENT CONTROL FENCE USAGE GUIDELINES

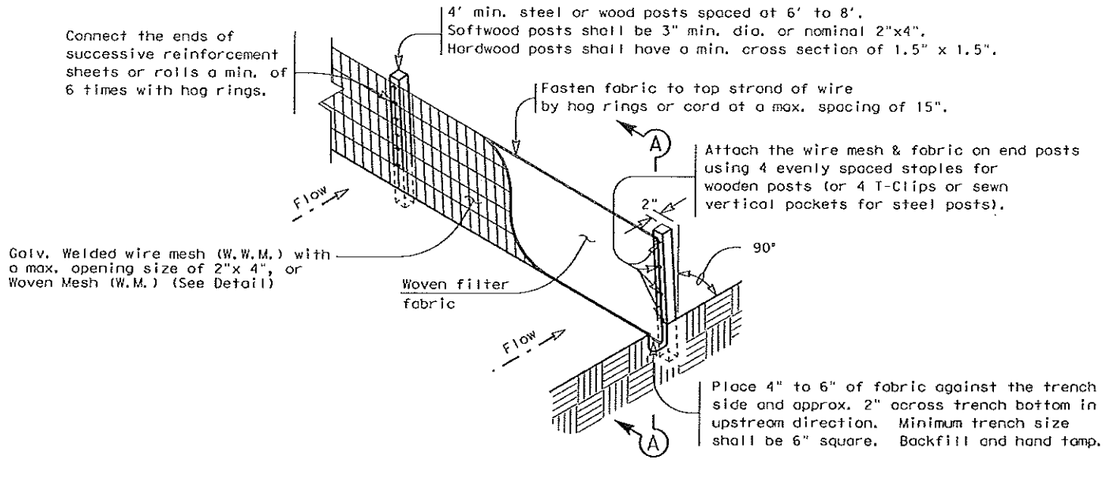
A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a max. flow through rate of 100 GPM/FT^2. Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.



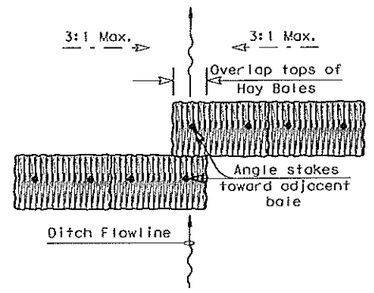
Galv. Hinge joint knot woven mesh (12.5 Ga. Min.) requires a minimum of five horizontal wires spaced at a max.12 inches apart and all vertical wires spaced at a max. 12 inches apart.

Hinge Joint Knot Woven Mesh (Option)

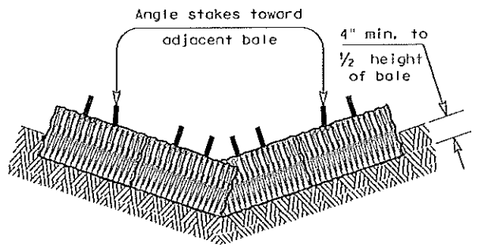


TEMPORARY SEDIMENT CONTROL FENCE

SCF



PLAN VIEW



PROFILE VIEW

PLANS SHEET LEGEND

Baled Hay —— BH ——

BALED HAY USAGE GUIDELINES

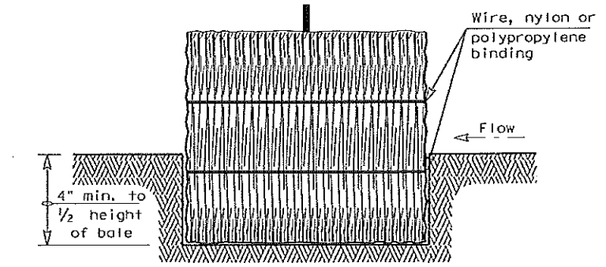
A Baled Hay installation may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A two year storm frequency may be used to calculate the flow rate to be filtered. The installation should be sized to filter a maximum flow thru rate of 5 GPM/FT^2 of cross sectional area. Baled hay may be used at the following locations:

1. Where the runoff approaching the baled hay flows over disturbed soil for less than 100'. If the slope of the disturbed soil exceeds 10%, the length of slope upstream the baled hay should be less than 50'.
2. Where the installation will be required for less than 3 months.
3. Where the contributing drainage area is less than ½ acre.

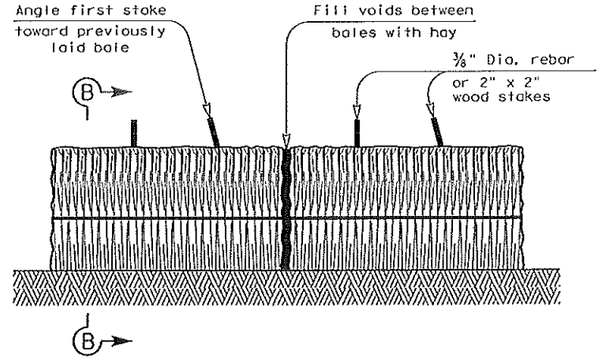
For Baled Hay installations in small ditches, the additional following considerations apply:

1. The ditch sideslopes should be graded as flat as possible to maximize the drainage flowrate thru the hay.
2. The ditch should be graded large enough to contain the overtopping drainage when sediment has filled to the top of the baled hay.

Bales should be replaced usually every 2 months or more often during wet weather when loss of structural integrity is accelerated.



SECTION B-B



BALED HAY FOR EROSION CONTROL

BH

GENERAL NOTES -

1. Hay bales shall be a minimum of 30" in length and weigh a minimum of 50 Lbs.
2. Hay bales shall be bound by either wire or nylon or polypropylene string. The bales shall be composed entirely of vegetative matter.
3. Hay bales shall be embedded in the soil a minimum of 4" and where possible ½ the height of the bale.
4. Hay bales shall be placed in a row with ends tightly abutting the adjacent bales. The bales shall be placed with bindings parallel to the ground.
5. Hay bales shall be securely anchored in place with ⅜" Dia. rebar or 2" x 2" wood stakes, driven through the bales. The first stake shall be angled towards the previously laid bale to force the bales together.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

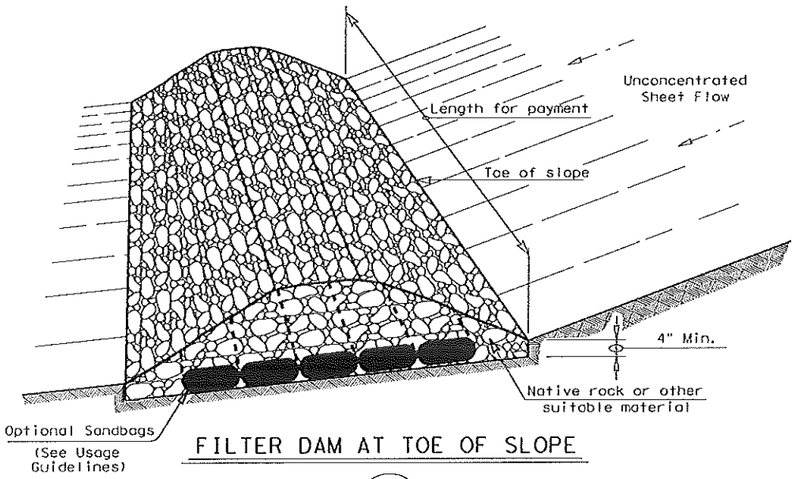
FENCE & BALED HAY

EC(1)-09

FILE: ec109.dgn	DN: TxDOT	CK: AM	DW: TV	CK: BD
©TxDOT June 1993	CONT	SECT	JOB	HIGHWAY
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	DIST	COUNTY		SHEET NO.
		HIDALGO		31

DATE:
FILE:

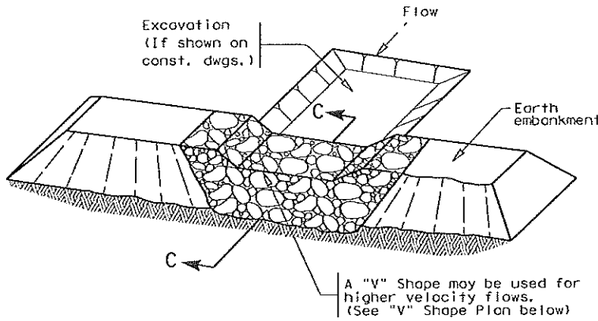
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FILTER DAM AT TOE OF SLOPE

RFD1

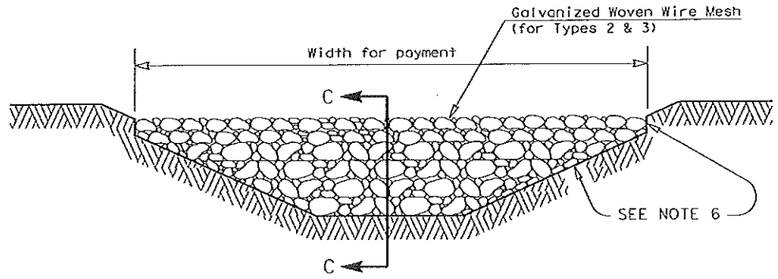
TYPE 1



FILTER DAM AT SEDIMENT TRAP

RFD1 — OR — RFD2

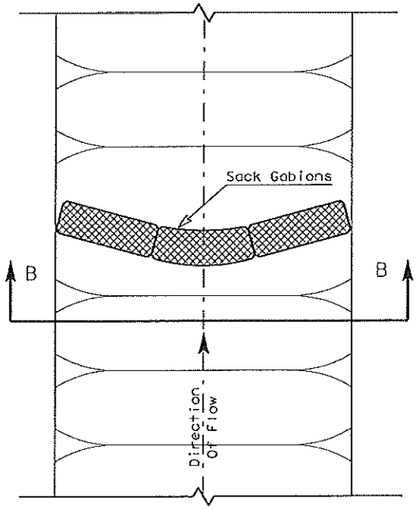
TYPE 1 OR TYPE 2



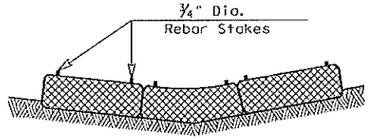
FILTER DAM AT CHANNEL SECTIONS

RFD1 — OR — RFD2 — OR — RFD3

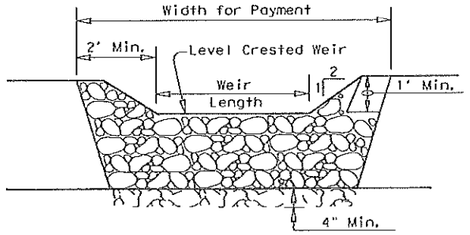
TYPE 1 OR TYPE 2



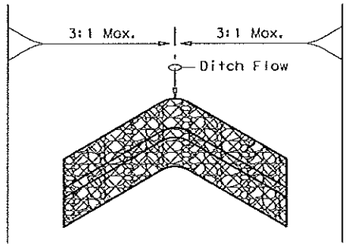
PLAN VIEW



SECTION B-B

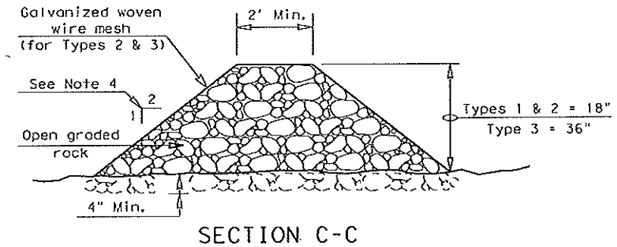


PROFILE



"V" SHAPE

(Plan View)



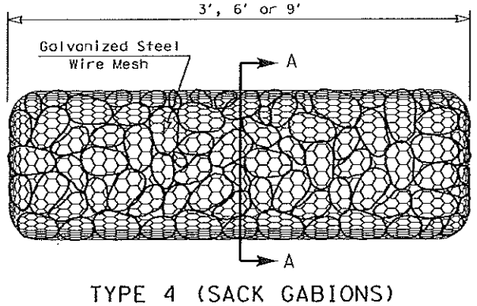
SECTION C-C

PLANS SHEET LEGEND

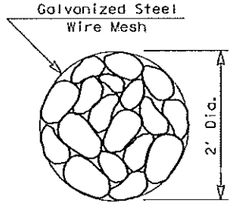
Type 1 Rock Filter Dam — RFD1

Type 2 Rock Filter Dam — RFD2

Type 3 Rock Filter Dam — RFD3



TYPE 4 (SACK GABIONS)



SECTION A-A

ROCK FILTER DAM USAGE GUIDELINES

Rock Filter Dams should be constructed downstream from disturbed areas to intercept sediment from overland runoff and/or concentrated flow. The dams should be sized to filter a maximum flow through rate of 60 GPM/FT^2 of cross sectional area. A 2 year storm frequency may be used to calculate the flow rate.

Type 1 (18" high with no wire mesh): Type 1 may be used at the toe of slopes, around inlets, in small ditches, and at dike or swale outlets. This type of dam is recommended to control erosion from a drainage area of 5 acres or less. Type 1 may not be used in concentrated high velocity flows (approx. 8 Ft/Sec or more) in which aggregate wash out may occur. Sandbags may be used at the embedded foundation (4" deep min.) for better filtering efficiency of low flows if called for on the plans or directed by the Engineer.

Type 2 (18" high with wire mesh): Type 2 may be used in ditches and at dike or swale outlets.

Type 3 (36" high with wire mesh): Type 3 may be used in stream flow and should be secured to the stream bed.

Type 4 (Sack gabions): Type 4 May be used in ditches and smaller channels to form an erosion control dam.

GENERAL NOTES

1. If shown on the plans or directed by the Engineer, filter dams should be placed near the toe of slopes where erosion is anticipated, upstream and/or downstream at drainage structures, and in roadway ditches and channels to collect sediment.
2. Materials (aggregate, wire mesh, sandbags, etc.) shall be as indicated by the specification for "Rock Filter Dams for Erosion and Sedimentation Control".
3. The rock filter dam dimensions shall be as indicated on the SW3P plans.
4. Side slopes should be 2:1 or flatter. Dams within the safety zone shall have sideslopes of 6:1 or flatter.
5. Maintain a minimum of 1' between top of rock filter dam weir and top of embankment for filter dams at sediment traps.
6. Filter dams should be embedded a minimum of 4" into existing ground.
7. The sediment trap for ponding of sediment laden runoff shall be of the dimensions shown on the plans.
8. Rock filter dam types 2 & 3 shall be secured with 20 gauge galvanized woven wire mesh with 1" diameter hexagonal openings. The aggregate shall be placed on the mesh to the height & slopes specified. The mesh shall be folded at the upstream side over the aggregate and tightly secured to itself on the downstream side using wire ties or hog rings. In stream use the mesh should be secured or staked to the stream bed prior to aggregate placement.
9. Sack Gabions should be staked down with ¾" dia. rebar stakes.
10. Flow outlet should be onto a stabilized area (vegetation, rock, etc.).
11. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

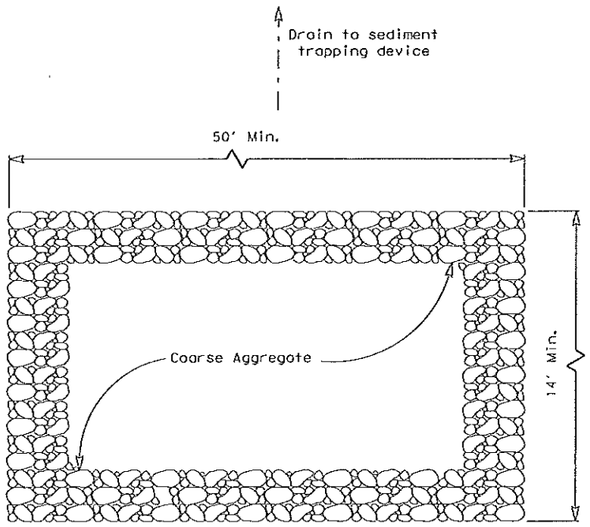
ROCK FILTER DAMS

EC(2)-93

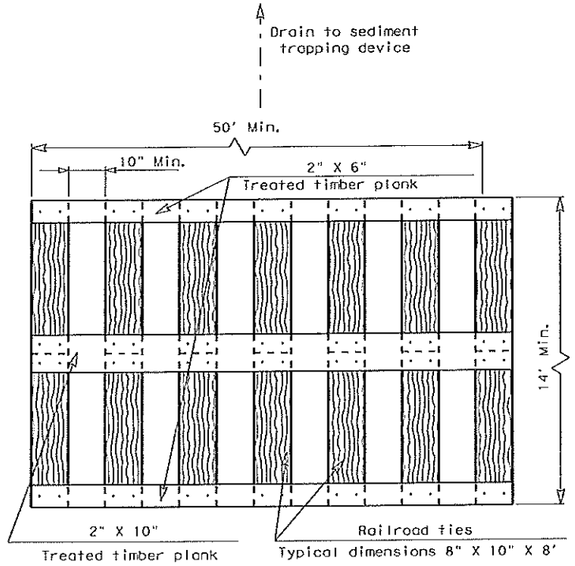
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	DIST	COUNTY		SHEET NO.	
		HIDALGO		32	

DATE:
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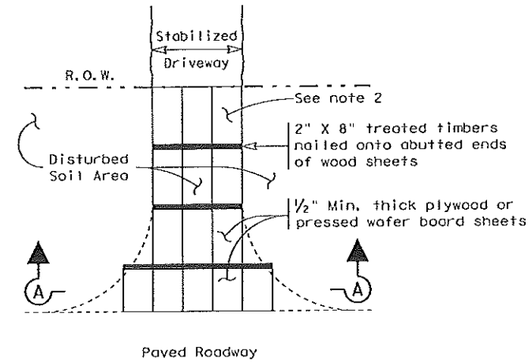
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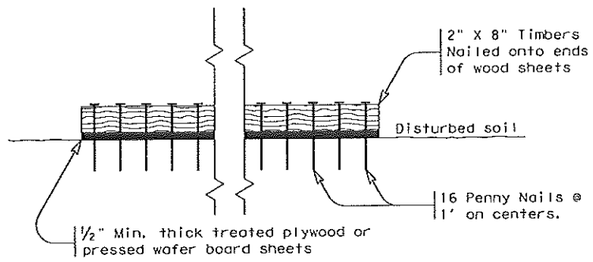
PLAN



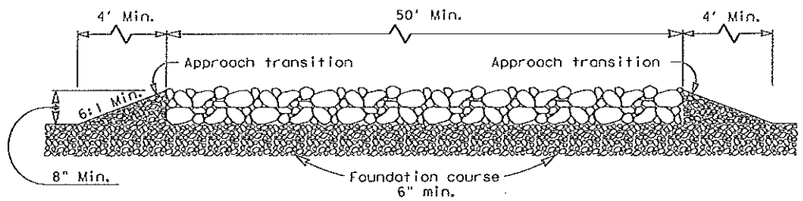
PLAN



PLAN



SECTION A-A

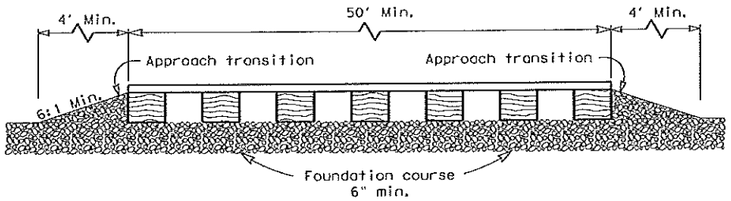


PROFILE

CONSTRUCTION EXIT (TYPE 1)

GENERAL NOTES

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.



PROFILE

CONSTRUCTION EXIT (TYPE 2)

GENERAL NOTES

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50'.
2. The treated timber planks shall be attached to the railroad ties with ½"x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit should be graded to allow drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

CONSTRUCTION EXIT (TYPE 3)

GENERAL NOTES

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches spread a min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

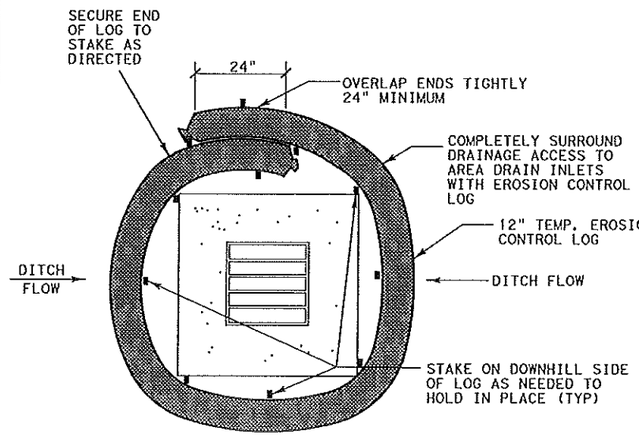
CONSTRUCTION EXITS

EC(3)-93

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©TxDOT June 1993	CONT	SECT	JOB	HIGHWAY	
REVISIONS				LORENZANA RD.	
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		HIDALGO		33	

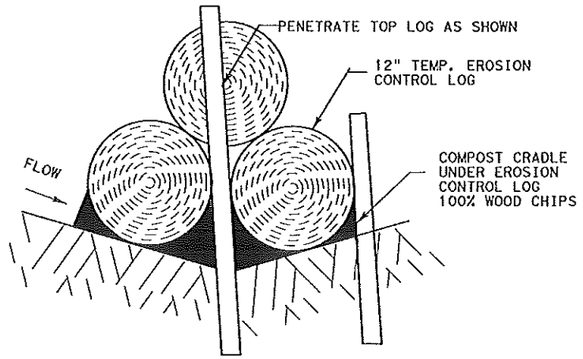
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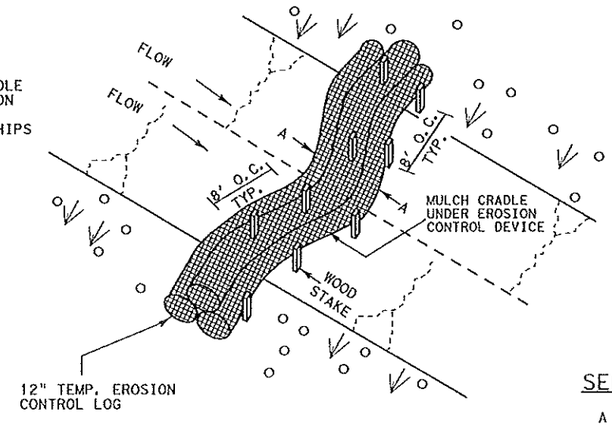
DROP INLET SEDIMENT TRAP
NTS

DI-ST



DITCH LINE SEDIMENT TRAP A-A

DL-ST



DITCH LINE SEDIMENT TRAP

DL-ST

PLANS SHEET LEGEND

DI-ST — DROP INLET SEDIMENT TRAP

DL-ST — DITCH LINE SEDIMENT TRAP

BOCI-ST — BACK OF CURB INLET SEDIMENT TRAP

ROW-ST — RIGHT OF WAY SEDIMENT TRAP

CI-ST — CURB INLET SEDIMENT TRAP

SEDIMENT BASIN & TRAP USAGE GUIDELINES

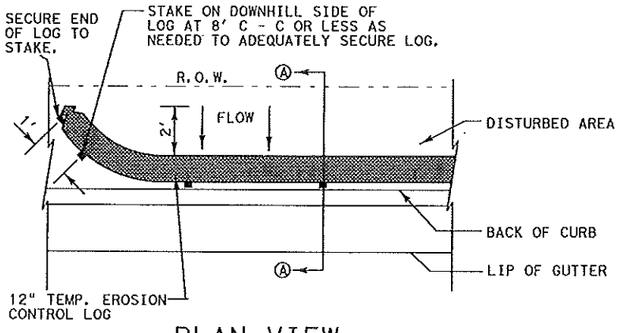
A sediment trap may be used to precipitate sediment out of runoff draining from an unstabilized area.

Traps: the drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre (0.5" over the drainage area).

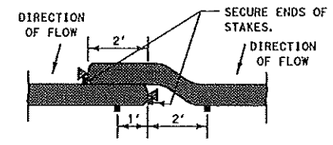
Sediment traps should be placed in the following locations:

1. Immediately preceding drain inlets
2. Just before the drainage enters a water course
3. Just before the drainage leaves the right of way
4. Just before the drainage leaves the construction limits where drainage flows away from the project

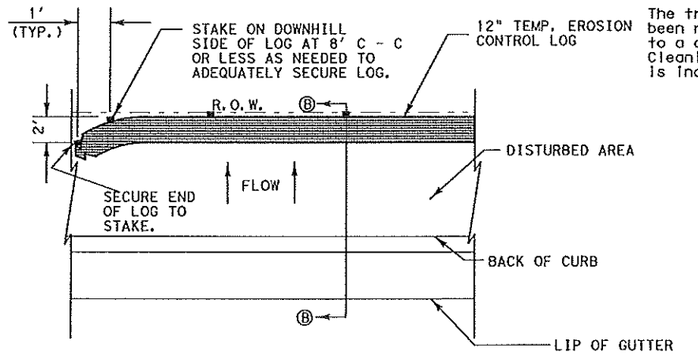
The trap should be cleaned when the capacity has been reduced by ½ or the sediment has accumulated to a depth of 1', whichever is less. Cleaning and removal of accumulated sediment deposits is incidental and will not be paid for seperately.



PLAN VIEW
NTS



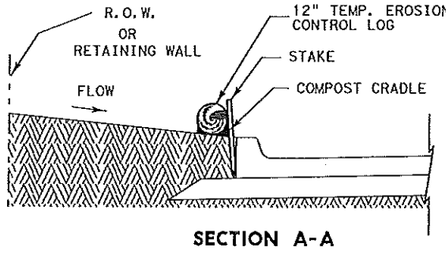
LAP DETAIL
NTS



PLAN VIEW
NTS

GENERAL NOTES

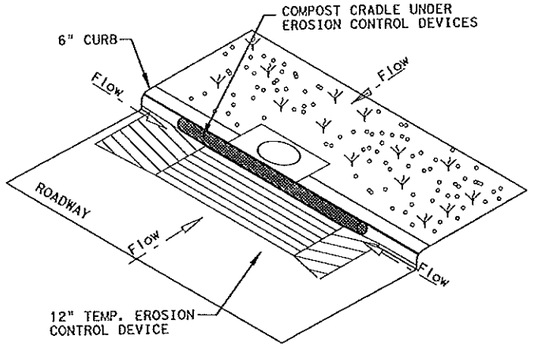
1. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED. MAXIMUM LENGTH OF LOGS SHALL BE 30' FOR 12" DIAMETER LOGS.
2. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
3. STUFF LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE DENSITY THAT WILL HOLD SHAPE WITHOUT EXCESSIVE DEFORMATION.
4. STAKES SHALL BE 2" X 2" WOOD 4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG.
5. COMPOST CRADLE MATERIAL IS INCIDENTAL AND WILL NOT BE PAID FOR SEPARATELY.



SECTION A-A

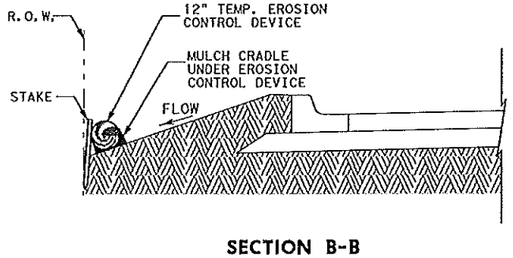
BACK OF CURB INLET SEDIMENT TRAP
NTS

BOCI-ST



CURB INLET SEDIMENT TRAP
NTS

CI-ST



SECTION B-B

RIGHT-OF-WAY SEDIMENT TRAP
NTS

ROW-ST

PHARR DISTRICT STANDARD

Texas Department of Transportation
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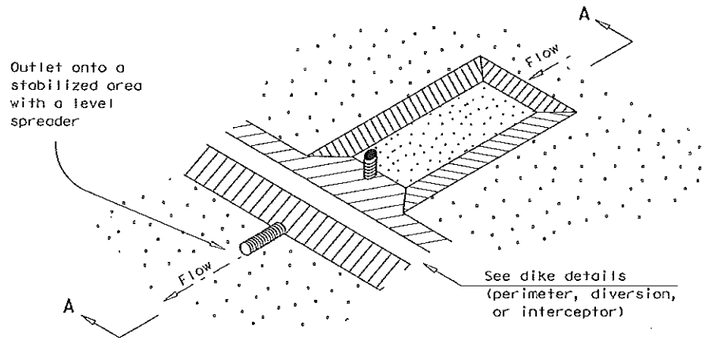
TEMPORARY EROSION CONTROL LOGS
TECL-06 (PHR)

FED. RD. DIV. NO.	PROJECT NO.		HIGHWAY NO.
6	LORENZANA RD.		
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	PHARR	HIDALGO	
CONTROL	SECTION	JOB	34

LEVELS DISPLAYED
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
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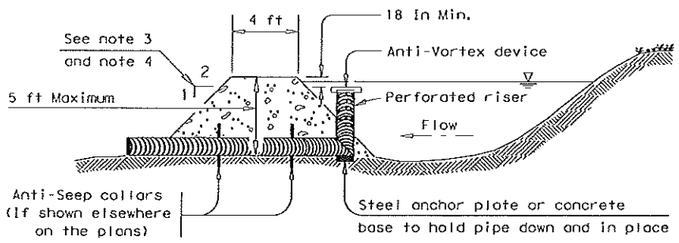
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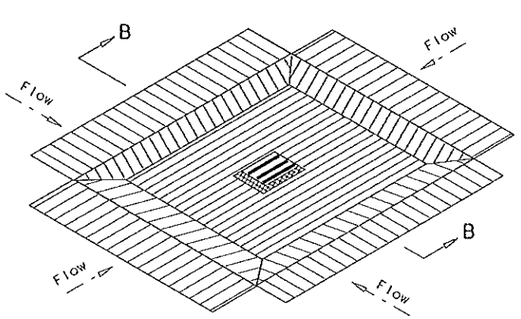


SEDIMENT BASIN AND/OR TRAP WITH PIPE OUTLET

(ST/PO)

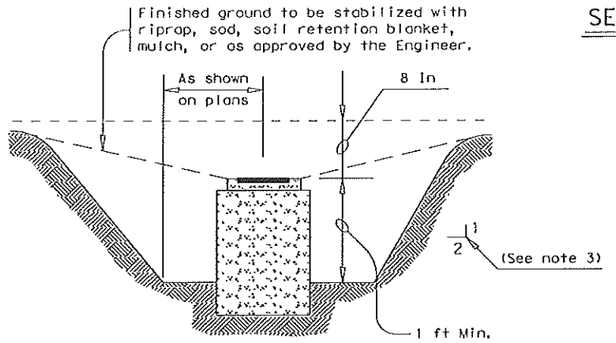


SECTION A-A

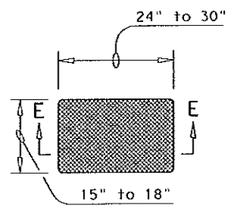


DROP INLET SEDIMENT TRAP

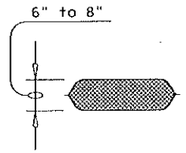
(ST-DI)



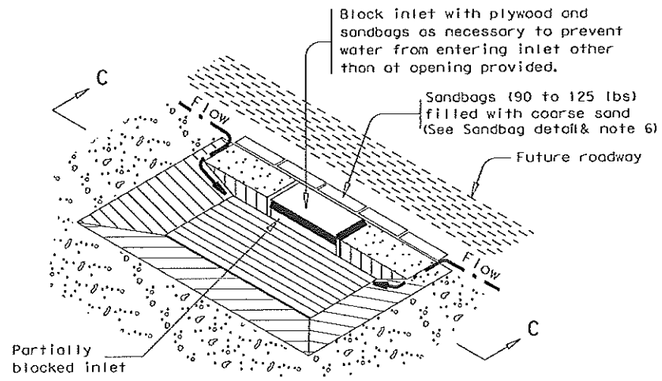
SECTION B-B



SANDBAG DETAIL

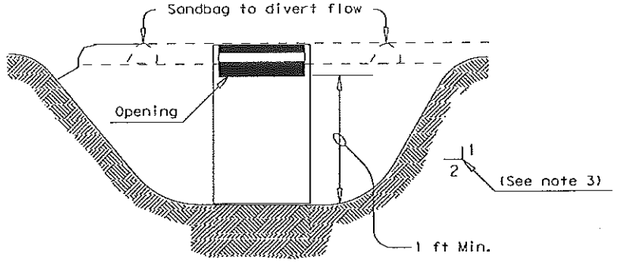


SECTION E-E

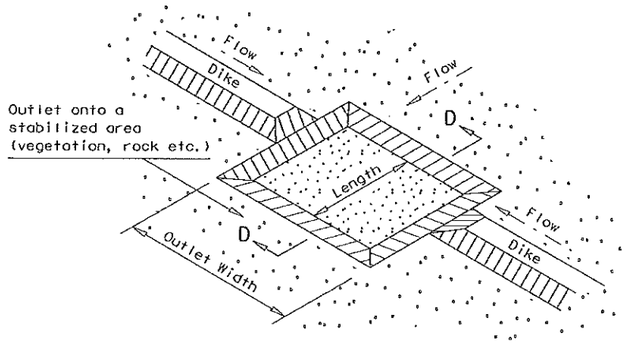


CURB INLET SEDIMENT TRAP

(ST-CI)

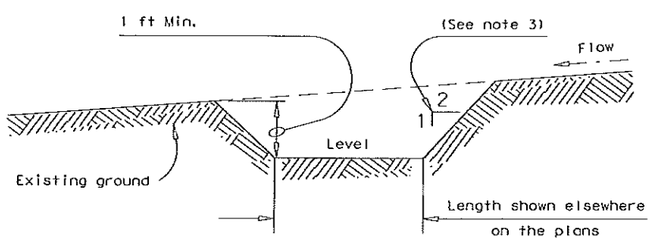


SECTION C-C



SEDIMENT TRAP WITH LEVEL STABILIZED OUTLET

(ST)



SECTION D-D

PLANS SHEET LEGEND

(ST/PO)
Sediment Basin and/or Trap with Pipe Outlet

(ST-DI)
Drop Inlet Sediment Trap

(ST-CI)
Curb Inlet Sediment Trap

(ST)
Sediment Trap with Level Stabilized Outlet

SEDIMENT BASIN & TRAP USAGE GUIDELINES

A sediment basin and/or trap may be used to precipitate sediment out of runoff draining from an unstabilized area.

Basins: The drainage area for a sediment basin should not exceed 100 acres. The basin capacity shall be at least 1800 CF/Acre of drainage area (0.5" over the drainage area). If the disturbed area draining to the basin is larger than 10 acres, the basin capacity should be 3600 CF/Acre (1.0" over the drainage area).

The basin should have a 40 hour draw-down time with an emergency spillway. The spillway may be designed to pass the peak rate of runoff from a 25 year frequency storm. The 100 year storm should be investigated to consider possible flooding impacts.

The entrance into the basin should be protected from erosion. The basin should be cleaned when the capacity has been reduced by 1/3.

Traps: The drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre (0.5" over the drainage area).

Sediment traps should be placed in the following locations:
1. Within drainage ditches spaced @ 500'± on center
2. Immediately preceding ditch inlets
3. Just before the drainage enters a water course
4. Just before the drainage leaves the right of way

The trap outlet may either be through a perforated riser and pipe assembly designed to achieve a 40 hour draw-down time or over a level stabilized area (vegetation, rock, etc.).

The trap should be cleaned when the capacity has been reduced by ½ or the sediment has accumulated to a depth of 1', whichever is less.

GENERAL NOTES

1. Pipe outlet material shall conform to the Item "Pipe Underdrains" or as accepted by the Engineer.
2. All pipe connections shall be watertight.
3. Side slopes within the safety clear zone of a roadway shall be 6:1 or flatter. Protect the traveling public from inlet stocks within the clear zone.
4. Sediment basins shall have side slopes of 3:1 or flatter.
5. The dimensions and limits of excavation for sediment basins and traps will be as shown elsewhere on the plans.
6. The sandbag material shallbe made of polypropylene, polyethylene or polyamide woven fabric, min. unit weight 4 ounces/SY, Mullen burst strength exeeding 300 psi and ultraviolet stability exeeding 70%.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

SEDIMENT BASINS AND TRAPS (EARTHWORK FOR EROSION CONTROL)

EC(6)-93

FILE: ec693.dgn	DN: TxDOT	CK: HEJ	DW: BD	CK:
©TxDOT May 1993	CONT	SECT	JOB	HIGHWAY
REVISIONS				LORENZANA RD.
	DIST	COUNTY		SHEET NO.
	PHR	HIDALGO		35

BID DOCUMENTS & SPECIFICATIONS

FOR THE

HIDALGO COUNTY PRECINCT # 1
BORDER COLONIA ACCESS PROGRAM ROUND 3

ROAD AND DRAINAGE CONSTRUCTION TO LORENZANA SUBDIVISION
CSJ# - 3C-1080-422

Hidalgo County Precinct 1

Hidalgo County, Texas

April 2015

PRELIMINARY
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF THE LICENSED ENGINEER IT IS NOT TO BE USED FOR CONSTRUCTION, OR BIDDING PURPOSES.

Emigdio Salinas 4-9-15
DATE

P.E. # 107703

Civil Engineer:

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

Emigdio "Milo" Salinas, PE

LEMC No. 178

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REQUEST FOR BIDS

(Colonia Access Program Project)

TO SUPPLY HIDALGO COUNTY PRECINCT NO. 1 with sealed bids on: **ROAD & DRAINAGE CONSTRUCTION FOR LORENZANA SUBDIVISION(S) C-CAP-14-398-12-16**

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained by may be obtained from the office of LeFevre Engineering & Management Consulting, LLC at 612 Nolana, Suite 520, McAllen, Texas 78504 Phone No. **(956) 687-5362** for the amount of **$100.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be **non-refundable**.

PRE-BID CONFERENCE is scheduled for **WEDNESDAY,** _____**DATE**_____ at **2:30 P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539**

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.: **C-CAP-14-398-12-16 –"ROAD & DRAINAGE CONSTRUCTION OF LORENZANA SUBDIVISION** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

Sealed bids will be accepted until **9:30 a.m. on Wednesday,** _____DATE_____ at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

The project is to be funded with Border Colonia Access Program funds through Proposition II Funding from the Texas Department of Transportation (Tx.D.O.T.).

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the _____ of _____, 200____.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

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

LEGAL NOTICE **BID NO: C-CAP-14-398-12-16**

1. Sealed bids will be received for **"HIDALGO COUNTY – BORDER COLONIA ACCESS PROGRAM PRECINCT 1 ROAD AND DRAINAGE CONSTRUCTION FOR LORENZANA SUBDIVISION C-CAP-14-398-12-16"** 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: **" C-CAP-14-398-12-16 - HIDALGO COUNTY - BORDER COLONIA ACCESS PROGRAM PRECINCT 1 ROAD AND DRAINAGE CONSTRUCTION FOR LORENZANA SUBDIVISION"** and in County's Purchasing Department, 2802 South Business Hwy 281, New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MAY 20, 2015. 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 - C-CAP-14-398-12-16 – LORENZANA SUBDIVISION".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize

himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. Costs are to be net F.O.B., County Prepaid.

13. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

14. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

15. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

16. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

17. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **"HIDALGO COUNTY – BORDER COLONIA ACCESS PROGRAM PRECINCT 1 ROAD & DRAINAGE CONSTRUCTION TO LORENZANA SUBDIVISION"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Marcie Jackson, Administrative Assistant
Hidalgo County Precinct #2
302 East State
Pharr, Texas 78577
(956) 787-1891

18. Schedule of Events

Bid Opening, 9:30 AM	**May 20, 2015**
Award of Contract	**June 10, 2015**
Commence Work or Deliver Products	**June 22, 2015**

19. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the

contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

20. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

21. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to

contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

22. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

23. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

24. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

26. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;

B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

28. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

29. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

32. Statement of Credentials:

In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the "STATEMENT OF CREDENTIALS." All questions must be answered and the data given must be clear and comprehensive. **The statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

It must include the following: general bidder information, experience, contracts on hand, and subcontractor(s) information.

In addition, Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

BIDDERS ACKNOWLEDGEMENT
Bid for
HIDALGO COUNTY
"SERVICES"
BID NO.: C-CAP-14-398-12-16

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S Business Hwy 281
(Southeast of Canton Rd & Business 281
Edinburg, Texas 78539)

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

STATEMENT OF CREDENTIALS

1. **GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Name of Bidder: _____

Address: _____

_____

Date Organized: _____ Date Incorporated: _____

Office Number: _____ Fax Number: _____

Number of years in business under present name: _____

Type of work performed by your company: _____

_____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

2. **EXPERIENCE:** The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____ Total Cost: _____

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

_____

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

5. **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 # 1 (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 May 20, 2015 at 9:30 a.m. and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid for Hidalgo County Pct # 1 Border Colonia Access Program.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed forms and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to award 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): Border Access Colonia Project Round 3
Grant No. C-CAP-14-398-12-16
Lorenzana Subdivision

6. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within 90 **consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of $250 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to LeFevre Engineering & Management Consulting, LLC 612 Nolana, Suite 520, McAllen, Texas 78504 attn: Emigdio Salinas, PE and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

BID FORM

BID FORM

HIDALGO COUNTY PRECINCT NO 1
BORDER COLONIA ACCESS PROJECT
CAP-XX-XXX-XX-XX-YSS
LORENZANA SUBDIVISION

BID ITEMS FOR ROAD CONSTRUCTION

TXDOT Item No.	Est Quantity	Unit	Item Description	Unit Bid Price **In Words**	Unit Price **In Figures**	Total Extension In Figures
Sample						
100	20.87	STA	Preparing Row	Three Hundred Dollars Fifty Cents	$300.50	$6,271.44
PAVING						
100	34.33	STA	Preparing Row	Dollars Cents	$	$
260	3577	SY	8" LIME TRT 3% (MIX EXST MATL & NEW BASE)	Dollars Cents	$	$
260	3577	SY	8" LIME TRT 3% (SUBGRADE)	Dollars Cents	$	$
310	614	GAL	ASPH Matrl. (MC-30)	Dollars Cents	$	$
340	3068	SY	ASPH Conc. (TY D) (1 ½")	Dollars Cents	$	$
502	3.00	MO	Barricades, Signs and Traffic Handling	Dollars Cents	$	$
5249	180	LF	Temporary Sediment Control Fence	Dollars Cents	$	$
500	1	LS	Mobilization	Dollars Cents	$	$

Roadway Subtotal	$

Drainage

530	131	SY	Driveway (ASPH-CONC-PAV)(PB-1)	Dollars Cents	$	$
530	86	SY	Driveway (Concrete 3000 PSI)	Dollars Cents	$	$
556	50	LF	18" RCP Culvert Pipe	Dollars Cents	$	$
556	182	LF	12" RCP Culvert Pipe	Dollars Cents	$	$
	40	LF	8" PVC SDR 26 Culvert Pipe	Dollars Cents	$	$
529	47	LF	CONC GUTTER (3-FT WIDE) VALLEY GUTTER	Dollars Cents	$	$
556	24	EA	Safety End Treatments	Dollars Cents	$	$

Drainage Subtotal	$

Bid Total	$

BIDDER/COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

CONTINUATION OF BID PAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 60 calendar days as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ _____ Dollars (_____) or a Bid Bond in the Sum of _____ _____ Dollars (_____), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1	_____	_____	#2	_____	_____
#3	_____	_____	#4	_____	_____

Respectfully submitted,

_____
Name of Firm

By: _____
Signature Date

_____
Title

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

_____
Address

_____

_____
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____

HIDALGO COUNTY PRECINCT # 1 BORDER ACCESS COLONIA PROJECT

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned _____
_____ as Principal, and _____
_____ as Surety, are hereby held and firmly bound
unto _____ as OWNER in the penal sum of _____
_____
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____
_____ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the
_____
_____
_____
_____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

_____
Surety

By:_____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-XX-XXX-XX-XX

This Agreement, entered into this _____day of _____, 2___ by and between Hidalgo County (hereinafter called the "OWNER," and, _____ (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

NAME OF SUBDIVISION(S)

Hereinafter called the project, for the sum of _____ Dollars and _____ Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by ___LeFevre Engineering & Management Consulting, LLC, entitled the 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 ___90 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $_250 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 four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, _____, 2_____.

CONTRACTOR:_____
Print Name & Title: _____
Name of Firm: _____
_____
Address: _____
_____
Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____ day of _____, 2_____, by _____ Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas

County of Hidalgo

_____, being first duly sworn, deposes and says that:

(1) He is _____, of _____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____
(Title)

Subscribed and sworn to before me on this _____

Day of _____

_____

_____

Title

PAYMENT BOND

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF TEXAS

COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____, a (2) _____, hereinafter called Principal and (3)_____ of _____, hereinafter called the Surety, are held and firmly bound unto (4) _____ of _____, hereinafter called Owner, and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to the penal sum of _____ ($_____) Dollars in lawful money of the United States to be paid in (5) _____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6)_____ _____, the Owner, dated the _____ day of _____, A.D. 200__, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT #1 BORDER ACCESS COLONIA PROJECT
LORENZANA SUBDIVISION

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 TEXAS

COUNTY OF HIDALGO

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 BORDER ACCESS COLONIA PROJECT
LORENZANA SUBDIVISION

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

(Seal)

_____
Witness as to Principal

_____
(Address)

Principal_____
By_____

(Address)_____

Telephone Number:_____

ATTEST:

_____
(Surety) Secretary

(Seal)

_____
Witness as to Surety

_____
(Address)

By_____

(Address)_____

Telephone Number:_____

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- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

SAMPLE

GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to the firm LeFevre Engineering & Management Consulting, LLC.

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

(b) The terms construction," 4; prosecution,"

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.

@'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.

(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

(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.

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, 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.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own prope@ for his personal protection in his work, such as safety shoes, safety 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, perfomance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

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

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

EXHIBIT B
Engineering Cost Proposal and Fee Breakdown

Task 1 – Construction Phase Engineering, Inspection, Construction Staking, Administration	$292,500.00
Task 2 – Construction Management, Administration, Construction Phase Engineering	$157,500.00
Total	**$450,000.00**

	HOURLY FEES
PRINCIPAL	$200.00/HOUR
PROJECT ENGINEER	$175.00/HOUR
PROJECT MANAGER	$130.00/HOUR
DESIGNER/TECHNICIAN	$ 85.00/HOUR
ADMINISTRATIVE	$ 65.00/HOUR
INSPECTOR/PROJECT REPRESENTATIVE	$ 75.00/HOUR

*Reimbursables, Materials, and Travel are incorporated into hourly fees for individuals and will not be requested for this project.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

Technical Specifications

Section 01110

SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Summary of the Work including work by Owner, Owner furnished products, Work sequence, future Work, Contractor use of Premises, and Owner occupancy.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. Work of the contract is for the reconstruction of Lorenzana Street including, but not limited to, Paving and Re-grading of Drainage Swales.

1.03 CASH ALLOWANCES

A. Include the Cash Allowances shown in the Proposal, if any.

1.04 ALTERNATES

A. Include the Alternates shown in the Proposal, if any.

1.05 OWNER FURNISHED PRODUCTS

A. The Owner will furnish no products.

1.06 OWNER FURNISHED UTILITIES

A. The Owner will furnish no utilities.

1.07 WORK SEQUENCE

A. Work sequence will be the responsibility of the Contractor using good construction practices.

B. Coordination of the Work: Refer to Section 01312 – Coordination and Meetings.

1.08 CONTRACTOR USE OF PREMISES

A. Comply with procedures for access to the site and Contractor's use of rights-of-way as specified in Section 01145 - Use of Premises.

B. Construction Operations: Limited to Owner's rights-of-way provided by Owner.

C. Utility Outages and Shutdown: Provide notification to the Owner and private utility companies (when applicable) a minimum of 48 hours, excluding weekends and holidays, in advance of required utility shutdown. Coordinate all work as required.

1.09 WARRANTY

A. Comply with warranty requirements in accordance with Document 00700 - General Conditions.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

Section 01145

USE OF PREMISES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Section includes general use of the site including properties inside and outside of rights-of-way, work affecting road, ramps, streets and driveways and notification to adjacent occupants.

1.02 RIGHTS-OF-WAY

A. Confine access and operations and storage areas to rights-of-way provided by Owner as stipulated in Document 00700 - General Conditions; trespassing on abutting lands or other lands in the area is not allowed.

B. Contractor may make arrangements, at Contractor's cost, for temporary use of private properties, in which case Contractor and Contractor's surety shall indemnify and hold harmless the Owner against claims or demands arising from such use of properties outside of rights-of-way.

C. Restrict total length which materials may be distributed along the route of the construction at any one time to 1,000 linear feet unless otherwise approved in writing by Resident Project Representative.

1.03 PROPERTIES OUTSIDE OF RIGHTS-OF-WAY

A. Altering the condition of properties adjacent to and along rights-of-way will not be permitted.

B. Means, methods, techniques, sequences, or procedures which will result in damage to properties or improvements in the vicinity outside of rights-of-way will not be permitted.

C. Any damage to properties outside of rights-of-ways shall be repaired or replaced to the satisfaction of the Resident Project Representative and at no cost to the Owner.

1.04 USE OF SITE

A. Obtain approvals of governing authorities prior to impeding or closing public roads or streets. Do not close more than two consecutive intersections at one time.

B. Notify Resident Project Representative at least 48 hours prior to closing a street for a street crossing. Permission for street closures is required in advance and are the responsibility of the Contractor.

C. Maintain access for emergency vehicles including access to fire hydrants.

D. Avoid obstructing drainage ditches or inlets; when obstruction is unavoidable due to requirements of the Work, provide grading and temporary drainage structures to maintain unimpeded flow.

E. Locate and protect private lawn sprinkler systems which may exist on rights-of-ways within the site. Repair or replace damaged systems to condition equal to or better than that existing at start of Work at no separate payment.

F. Perform daily clean-up of dirt outside the construction zone, and debris, scrap materials, and other disposable items. Keep streets, driveways, and sidewalks clean of dirt, debris and scrap materials. Do not leave building, roads, streets or other construction areas unclean overnight.

1.05 NOTIFICATION TO ADJACENT OCCUPANTS

A. Notify individual occupants in areas to be effected by the Work of the proposed construction and time schedule. Notification shall be not less than 72 hours or more than 2 weeks prior to work being performed within 200 feet of the homes or businesses.

B. Include in notification names and telephone numbers of two company representatives for resident contact, who will be available on 24-hour call. Include precautions which will be taken to protect private property and identify potential access or utility inconvenience or disruption.

C. Consideration shall be given to the ethnicity of the neighborhood where English is not the dominant language. Notice shall be in an understandable language.

1.06 PUBLIC, TEMPORARY, AND CONSTRUCTION ROADS AND RAMPS

A. Construct and maintain temporary detours, ramps, and roads to provide for normal public traffic flow when use of public roads or streets is closed by necessities of the Work.

B. Provide mats or other means to prevent overloading or damage to existing roadways from tracked equipment or large or heavy trucks or equipment.

1.07 EXCAVATION IN STREETS AND DRIVEWAYS

A. Avoid needless hindering or inconveniencing public travel on a street or any intersecting alley or street for more than two blocks at any one time.

B. Remove surplus materials and debris and open each block for public use as work in that block is complete.

C. Acceptance of any portion of the Work will not be based on return of street to public use.

D. Avoid obstructing driveways or entrances to private property.

E. Provide temporary crossing or complete the excavation and backfill in one continuous operation to minimize the duration of obstruction when excavation is required across drives or entrances.

1.08 TRAFFIC CONTROL

A. Provide traffic control plan, traffic control, flagmen, signals, control devices, lights, traffic signals, barricades and signs in accordance with the State of Texas Manual on Uniform Traffic Control Devices.

1.09 SURFACE RESTORATION

A. Restore site to condition existing before construction to satisfaction of Resident Project Representative.

B. Repair paved area per the requirements of Section 02951 - Pavement Repair and Resurfacing.

C. Repair turf areas which become damaged, level with bank run sand conforming to Section 02317 - Excavation and Backfill for Utilities, or topsoil conforming to Section 02911 - Topsoil, as

approved by the Resident Project Representative and re-sod in accordance with Section 02922 - Sodding. Water and level newly sodded areas with adjoining turf using steel wheel rollers appropriate for sodding. Do not use spot sodding or sprigging.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N - Not Used

END OF SECTION

SECTION 01010

SCOPE OF WORK

This Scope of Work and any accompanying drawings are intended as a guide to the Contractor in identifying the work to be accomplished in completing this project. This Scope of Work may not be all inclusive and the Contractor shall be responsible for providing all supervision, labor, materials, equipment, direction, and coordination necessary to perform and totally complete the work in conformance with the drawings and specifications. If an "or equal" substitution is made for any of the recommended items shown in the specifications or drawings, the Contractor shall be responsible for providing all the necessary physical modifications to fully accommodate the substitution at no change in contract price.

PART 1. GENERAL

1.01 CIVIL

A. Provide all civil work per specifications and drawings – Reconstruction of Lorenzana Street and Re-grading of existing drainage swales. The site is located in Lorenzana Subdivision in Mercedes, Texas.

1.02 PIPING

A. All existing street culverts will be replaced with 18-inch RCP, and driveway culverts will be replaced with 12-inch RCP; unless otherwise noted.

1.03 CONSTRUCTION RECORD DRAWINGS

A. The Contractor shall maintain a complete master set of construction "red-line" drawings to document any field changes to the "Issued for Construction" drawing set which shall accurately depict the "As-Built" construction of the road. Following completion, this drawing set shall be turned over to the Engineer for updating the Record "As-Built" drawings.

B. Any drawings and documentation which are to be supplied by the Contractor, shall be updated to accurately depict the "As-Built" construction of the road and turned over to the Engineer following completion of the project. These items shall be certified by the Contractor's Project Manager as accurate and complete.

1.04 SUBCONTRACTOR COORDINATION

The Contractor shall be responsible for coordination of the work between his various subcontractors to prevent conflicts and schedule interruptions.

1.05 SAFETY REQUIREMENTS

A. The Contractor shall provide all safety equipment required by his employees to meet Occupational Safety and Health Administration (OSHA) safety requirements.

END OF SECTION 01010

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Maintain at the site for the Owner one record copy of:
   1. Drawings
   2. Specifications
   3. Addenda
   4. Change Orders and other Modifications to the Contract
   5. Engineer Field Orders or written instructions
   6. Approved Shop Drawings, Product Data and Samples
   7. Approved Operation and Maintenance Data
   8. Field Test records
   9. Receipts for delivery of items to Owner

B. Delegate the responsibility for maintenance of record documents to one person on the Contractor's staff as approved in advance by the Engineer.

C. Thoroughly coordinate all changes within the record documents, making adequate and proper entries on each page of the specifications and each sheet of drawings and other documents where such entry is required to properly show the change. Accuracy of records shall be such that future search for items shown in the contract documents may reasonably rely on information obtained from the approved record documents.

D. Make all entries within 24 hours after receipt of information. One (1) set is to be maintained at the Contractor's job trailer at all times. As-builts are to be updated as a condition of each pay application

1.02 RELATED REQUIREMENTS

A. Section 01300: Submittals

B. Section 01152: Applications for Payment

D. Section 01700: Contract Closeout

1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. File documents and samples in accordance with specification format.

B. Maintain documents in a clean, dry legible condition and in good order. Do not use record documents for construction purposes.

C. Make documents and samples available at all times for inspection by Engineer and Owner.

1.04 RECORDING

A. Label each document "PROJECT RECORD" in neat large printed letters.

B. Record information concurrently with construction progress.
   1. Do not conceal any work until required information is recorded.

C. Drawings; Legible mark to record actual construction:
   1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements..
   2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
   3. Field changes of dimension and detail.
   4. Changes made by Field Order or by Change Order.
   5. Details not on original contract drawings.
   6. For gravity sewer lines: Elevation and alignment of line, location of cleanouts, distance between cleanouts, and location of each service line referenced by distance from main trunk line and distance from sewer centerline to end of service line.

D. Use all means necessary to maintain the job set of record documents completely protected from deterioration and from loss and damage until completion of the Work and transfer of the recorded data to the final record documents. In the event of loss of recorded data, use all means necessary to secure the data to the Engineer's approval; such means shall include, if necessary in the opinion of the Engineer, removal and replacement of concealing materials and, in such case, all replacements shall be to the standards originally specified in the contract documents.

E. Specifications and Addenda; Legibly mark each Section to record:
   1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.

G. Clearly describe all change orders by note and by graphic line, as required. Date all entries. Call attention to the entry by highlighting around the area or areas affected. In the event of overlapping changes, different colors may be used for each of the changes.

1.05 SUBMITTAL

A. At Contract close-out, deliver Record Documents to Engineer for the Owner.

B. Accompany submittal with transmittal letter in duplicate, containing:
   1. Date
   2. Project title and number
   3. Contractor's name and address
   4. Title and number of each Record Document
   5. Signature of Contractor or his authorized representative.

1.06 PAYMENT

A. Project record documents are incidental to Work for which no separate payment will be made.

B. No payment will be made to the Contractor for any portion of the work for which the project record documents including recording are not complete.

END OF SECTION - 01720

SECTION 01504

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Temporary facilities and necessary controls for the Project, including utilities, telephone, sanitary facilities, storage sheds and building, safety requirements, first aid equipment, fire protection, security measures, protection of the Work and property, access roads and parking, environmental controls, pest and rodent control and disposal of trash, debris and excavated material.

B. Facilities and controls specified in this section are considered minimum for the Project. Provide additional facilities and controls for proper execution of the Work and to meet Contractor's responsibilities for protection of persons and property.

1.02 CONTRACTOR'S RESPONSIBILITY

A. Comply with applicable requirements specified in other sections of the Specifications.

1. Maintain and operate temporary facilities and systems to assure continuous service.

2. Modify and extend systems as the Work progress requires.

3. Completely remove temporary materials and equipment when no longer required.

4. Restore existing facilities used for temporary services to specified or original condition.

PART 2 P R O D U C T S - NOT USED

PART 3 E X E C U T I O N

3.01 TEMPORARY UTILITIES

A. Obtaining Temporary Service:

1. Make arrangements with utility service companies for temporary services.

2. Abide by rules and regulations of the utility service companies or authorities having jurisdiction.

3. Responsible for utility service costs until Date of Substantial Completion. Included are fuel, power, light, heat, and other utility services necessary for execution, completion, testing, and initial operation of the Work.

B. Water:

1. Provide water required for and in connection with work to be performed and for specified tests of piping, equipment, devices, or for other use as required for proper completion of the Work.

2. Water to be drawn from public fire hydrants. Obtain transit meter from Owner. Pay required deposit based on rates established by latest ordinance.

3. Provide and maintain an adequate supply of potable water for domestic

consumption by Contractor personnel, Engineer and representatives of the Owner.

C. Electricity and Lighting:

1. Provide electric power service required for the Work including required testing, lighting, operation of equipment, and other Contractor use.

2. Electric power service includes temporary power or generators required to maintain plant operations during scheduled shutdowns.

3. Minimum lighting level shall be 10 foot-candles for open areas; 20-foot-candles for stairs and shops. Provide a minimum of one 300-watt lamp for each 200 square feet of work area.

D. Temporary Heat and Ventilation:

1. Provide temporary heat necessary for protection or completion of the Work.

2. Provide temporary heat and ventilation to assure safe working conditions; maintain enclosed areas at a minimum of 50 degrees F.

E. Telephone:

1. Provide emergency telephone service at Project site for use by Contractor personnel and others performing work or furnishing services at the site.

F. Sanitary Facilities:

1. Provide and maintain sanitary facilities for persons on the site; comply with regulations of State and local departments of health.

2. Enforce use of sanitary facilities by construction personnel at site. Enclose sanitary facilities. Pit-type toilets are not permitted. No discharge will be allowed from these facilities. Collect and store sewage and waste so as not to cause nuisance or health problems. Haul sewage and waste off-site and properly dispose in accordance with applicable regulations.

3. Locate toilets near the Work site and secluded from view insofar as possible. Keep toilets clean and supplied throughout the course of the Work.

3.02 STORAGE SHEDS AND BUILDINGS

A. Provide adequately ventilated, watertight storage facilities with floor above ground level for Products susceptible to weather damage.

B. Storage of Products not susceptible to weather damage may be on blocks off the ground.

C. Store Products in a neat and orderly manner. Place Products to permit easy access for identification, inspection and inventory.

D. Fill and grade site for temporary structures to provide drainage away from temporary and existing buildings.

3.03 SAFETY REQUIREMENTS

A. Submit a safety program at the pre-construction meeting and follow the Program. Include documented response to trench safety requirements of Section 02260 - Trench Safety

System.

B. Conduct operations in strict accordance with applicable Federal, State and local safety codes and statutes and with good construction practice. Establish and maintain procedures for safety of all work, personnel and equipment involved in the Work.

C. Observe and comply with Texas Occupational Safety Act (Art. 5182a, V.C.S.) and with all safety and health standards promulgated by Secretary of Labor under Section 107 of Contract Work Hours and Standards Act, published in 29 CFR Part 1926 and adopted by Secretary of Labor as occupational safety and health standards under Williams-Steiger Occupational Safety and Health Act of 1970, and to other legislation enacted for safety and health of Contractor employees. Safety and health standards apply to Subcontractors and Suppliers as well as to the Contractor.

D. Observance of and compliance with safety regulations is Contractor's responsibility without reliance or superintendence of or direction by Engineer. Immediately advise Engineer of investigation or inspection by Federal Safety and Health inspectors of Contractor's or Subcontractor's work or place of work on site under the Contract, and after investigation or inspection, advise Engineer of results. Submit one copy of accident reports to Engineer within 10 days of occurrence.

E. Protect areas occupied by workmen using the best available devices for detection of lethal and combustible gases. Test devices frequently to assure functional capability. Constantly observe infiltration of liquids into the Work area for visual or odor evidence of contamination, and immediately take appropriate steps to seal off entry of contaminated liquids to the Work area.

F. Implement safety measures, including but not limited to safety personnel, first-aid equipment, ventilating equipment and other safety equipment specified or detailed on Drawings.

G. Maintain required coordination with City Police and Fire Departments during entire period covered by the Contract.

H. Include Project safety analysis in safety plan. Itemize major tasks and potential safety hazards. Plan to eliminate hazards or protect workers and public from each hazard.

3.04 FIRST AID EQUIPMENT

A. Provide a first aid kit throughout the construction period. List telephone numbers for physicians, hospitals, and ambulance services in each first aid kit.

B. Have at least one person thoroughly trained in first aid and CPR procedures present on the site when work is in progress. Contractor to conform to protocols and requirements for training and protection against "blood borne pathogens".

3.05 FIRE PROTECTION

A. Conform to specified fire protection and prevention requirements established by Federal, State, or local governmental agencies and as provided in Safety Program.

3.06 SECURITY MEASURES

A. Protect the Work, materials, equipment, and property from loss, theft, damage, or vandalism. Protect Owner property used in performance of the Contract.

B. If existing fencing or barriers are breached or removed for purposes of construction, provide and maintain temporary security fencing equal to existing.

3.07 PROTECTION OF UTILITIES AND PIPELINES

A. Prevent damage to existing public utilities during construction. Approximate locations of known utilities are shown on Drawings, but all lines may not be shown. Excavate with caution and repair lines damaged by construction operations.

B. Use the Utility Coordinating Committee One Call System which must be called 48 hours in advance. The toll free telephone number is 1-800-669-8344, Texas One Call System.

C. Before excavating, locate underground utilities by appropriate means including the use of metal detection equipment, and probes, or by excavation or surveys. Repair damage caused by investigative work and by failure to locate or to preserve underground utilities.

D. Give utility owners a minimum five days notice before commencing excavation to allow time to locate utilities and make adjustments or relocations when they conflict with the Work. Include cost for temporary relocation of water, wastewater, and storm drainage lines, necessary to accommodate construction, in unit prices for utility construction unless otherwise noted. Bypassing of sanitary waste to storm drainage facilities is not allowed.

E. Prior to excavation near pipelines, request a representative of the pipeline company to meet with Contractor to locate the pipelines of proposed utility.

3.08 PROTECTION OF THE WORK AND PROPERTY

A. Preventive Actions

1. Take necessary precautions and actions to prevent damage, injury, or loss to the Work or public and private property, including:

a. Storage of apparatus, supplies, and Products in an orderly, safe manner to limit interference with progress of the Work or work of other contractors, utility service companies, or the Owner's operations.

b. Suitable storage for Products subject to damage by exposure to weather, theft, breakage, etc.

c. Limitation of loading pressures imposed upon portions of the Work.

d. Frequent clean up of refuse, scrap materials, and debris from construction operations, necessary to maintain the site in a safe and orderly condition.

e. Provision of barricades and guard rails to protect pedestrian and traffic around openings, scaffolding, temporary stairs and ramps, excavations, elevated walkways, and other hazardous areas.

2. Protect public and private property adjacent to the site. Obtain written consent before entering or occupying privately-owned land except on easements provided for construction. Restore property damaged by construction operations to condition equal to or better than that existing before the damage.

B. Barricades and Warning Systems

1. Where work is performed on or adjacent to roadways, rights-of-ways, or public land, provide barricades, fences, lights, warning signs, danger signals, and other precautionary measures necessary for protection of persons or property and for protection of the Work.

   a. Erect sufficient barricades to keep vehicles and pedestrians from entering the Work. Paint barricades to be visible at night. From sunset to sunrise, provide at least one light at each barricade.

   b. Maintain barricades, signs, lights, and provide watchmen until Engineer approves removal. Whenever work creates encroachment onto public roadways, station flagmen to manage traffic flow in accordance with approved traffic control plan.

   c. Conform to requirements of section 01555 - Traffic Control and regulation.

C. Protection of Existing Structures

1. Underground Facilities:

   a. Known Underground Facilities are shown on the Drawings but all Facilities may not be shown. Explore sufficiently ahead of trenching and excavation work to locate Underground Facilities in order to prevent damage to them and to prevent interruption of utility services. Restore damage to Underground Facilities to original condition at no additional cost to the Owner.

   b. If necessary to avoid unanticipated Underground Facilities, Engineer may make changes in location of the Work.

   c. If permanent relocation of an Underground Facility is required and not provided for in the Contract documents, Engineer will direct Contractor in writing to perform the Work.

2. Surface Structures include buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, walks, guard cables, fencing, and other facilities that are visible above the ground level.

3. Protection of Underground Facilities and Surface Structures:

   a. Support in place and protect Underground Facilities and Surface Structures located within or adjacent to the limits of the Work from damage. Install supports as required by the owner of the structure. Satisfy Engineer that the owner of the facility or structure has approved methods and procedures before installing structure supports.

   b. Avoid moving or changing public utility or private corporation property without prior written consent of a responsible official of the facility or structure. Allow representatives of utilities to enter the construction site for maintenance and repair purposes or to make necessary changes.

   c. Notify utility and pipeline owners and operators of the nature of construction operations and dates when operations will be performed. When construction operations are required in immediate vicinity of existing structures, pipelines, or utilities, give a minimum of five working

days advance notice. Probe and flag location of Underground Facilities prior to commencement of excavation. Keep flags in place until construction operations uncover the facility.

d. Assume risk for damages and expenses to Underground Facilities and Surface Structures within or adjacent to the Work.

e. Employ a structural engineer to ensure protection measures are adequate for the safety and integrity of structures and facilities.

E. Protection of Installed Products:

1. Provide protection of Installed Products to prevent damage from subsequent operations. Remove protection facilities when no longer needed, prior to completion of the Work.

2. Control traffic to prevent damage to Products and surfaces.

3. Provide coverings to protect Products from damage. Cover projections, wall corners, jambs, sills, and exposed sides of openings in areas used for traffic and passage of materials in subsequent work.

3.09 ROADS AND PARKING

A. Prevent interference with traffic and operations of the Owner on existing roads.

B. Designate temporary parking areas to accommodate construction and Owner personnel. When site space is not adequate, provide additional off-site parking.

C. Minimize use by construction traffic on existing streets and driveways.

D. Do not allow heavy vehicles or construction equipment in existing parking areas.

3.10 ENVIRONMENTAL CONTROLS

A. Use methods, equipment, and temporary construction necessary for control of environmental conditions at the site and adjacent areas.

B. Comply with statutes, regulations, and ordinances relating to prevention of environmental pollution and preservation of natural resources including National Environmental Policy Act of 1969, PL 91-190, Executive Order 11514.

C. Minimize impact to the surrounding environment. Do not use construction procedures that cause unnecessary excavation and filling of terrain, indiscriminate destruction of vegetation, air or stream pollution, or harassment or destruction of wildlife.

D. Limit disturbed areas to boundaries established by the Contract. Do not pollute on-site streams, sewers, wells, or other water sources.

E. Do not burn rubbish, debris or waste materials.

3.11 POLLUTION CONTROL

A. Provide methods, means, and facilities necessary to prevent contamination of soil, water or the atmosphere by discharge of Pollutants from construction operations.

B. Provide equipment and personnel to perform emergency measures to contain spillage, and to remove contaminated soils or liquids. Excavate and dispose of contaminated earth off-site in accordance with laws and regulations, and replace with suitable compacted fill

and topsoil.

C. Provide systems necessary for control of Pollutants.

1. Prevent toxic concentrations of chemicals.

2. Prevent harmful dispersal of Pollutants into the environment.

D. Use equipment that conforms to current Federal, State, and local laws and regulations.

3.12 PEST AND RODENT CONTROL

A. Provide rodent and pest control as necessary to prevent infestation of construction or storage areas.

B. Employ methods and use materials that will not adversely affect conditions at site or on adjoining properties.

3.13 NOISE CONTROL

A. Provide vehicles, equipment, and use construction activities that minimize noise to the greatest degree practicable. Conform to noise levels of Chapter 30 -Noise and Sound Level Regulation, City Code of Ordinances, and latest OSHA standards. Do not permit noise levels to interfere with the Work or create a nuisance to surrounding areas.

B. Conduct construction operations during daylight hours except as approved by Engineer.

C. Select construction equipment that operates with minimum noise and vibration. When directed by Engineer, correct objectionable noise or vibration produced by operation of equipment at no additional cost to the Owner. Sound Power Level (PWL) of equipment shall not exceed 85 dbA (re: 10-12 watts) measured five feet from the equipment, or at a lower level if prescribed by City Ordinances. Equipment noise requirements are contained in equipment specifications.

3.14 DUST CONTROL

A. Use water or other methods approved by Engineer to control amount of dust generated by vehicle and equipment operations.

3.15 WATER RUNOFF AND EROSION CONTROL

A. Comply with requirements of Section 01410 - TPDES Requirements.

B. Conduct fill, grading and ditching operations and provide adequate methods necessary to control surface water, runoff, subsurface water, and water from excavations and structures in order to prevent damage to the Work, the site, or adjoining properties.

1. Plan and execute construction and earthwork by methods that control surface drainage from cuts and fills, and from borrow and waste disposal areas.

2. Minimize area of bare soil exposed at one time.

3. Provide temporary control measures, such as berms, dikes, and drains.

4. Provide, operate, and maintain equipment and facilities of adequate size to control surface water.

5. Construct fill and waste areas by selective placement of materials to eliminate erosion of surface silts or clays that may erode.

6. Direct water away from excavations, pits, tunnels, and other construction areas to prevent erosion, sedimentation or damage.

7. Maintain existing drainage patterns adjacent to the site by constructing temporary earth berms, sedimentation basins, retaining areas, and temporary ground cover.

8. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to the site or adjoining areas, in conformance with environmental requirements.

9. Inspect earthwork periodically to detect any evidence of erosion. Take corrective measures as required to control erosion.

END OF SECTION - 01504

Section 01502

MOBILIZATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Mobilization of construction equipment and facilities onto the site.

1.02 MEASUREMENT & PAYMENT

A. Measurement and payment for mobilization is on a stipulated price basis.

B. Mobilization payments will be made in accordance with the following provisions:

1. Authorization for payment of 50 percent of the Contract Price for mobilization will be made upon receipt and approval by Engineer of the following items, as applicable:

   a. Establishment of the field office for the Resident Project Representative where an office is required by other Sections;
   b. Establishment of the Contractor's office;.
   c. Establishment of Contractor's material and equipment storage areas (as evidenced by executed leases or rental agreement); and.
   d. Issuance of Notice to Proceed by Engineer to Contractor..

2. Authorization for payment of the remaining fifty (50) percent of the Contract Price for mobilization will be made upon completion of Work amounting to five (5) percent of the Contract Price less the mobilization unit price.

C. Mobilization payments will be subject to retainage amounts stipulated in the General Conditions.

D. All cost difference between the stipulated amount and the actual cost of the initial mobilization and the cost of all subsequent mobilization shall be included in the various other prices bid.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

Section 01454

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Testing laboratory services and Contractor responsibilities related to those services.

1.02 REFERENCES

A. ASTM C 1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.

B. ASTM D 3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials.

C. ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

D. ASTM E 329 - Specification for Minimum Requirements for Agencies Engaged the Testing and/or Inspection of Materials Used in Construction.

1.03 SELECTION AND PAYMENT

A. The Owner shall employ and pay for the services of an independent testing laboratory, or laboratories, to perform product and material quality control , perform in-place quality control and verification identified in individual Specification sections.

B. The Owner, with the assistance of the Engineer, shall have control of testing, sampling, and expenditures.

C. The Contractor shall coordinate the services of the project's Geotechnical Engineer of Record to conduct observation and testing of the subgrade preparation, and the selection, placement and compaction of select fill material. The foundation excavations for structures shall be observed by the Geotechnical Engineer of Record prior to steel and/or concrete placement to assess that the foundation materials are capable of supporting the design loads and are consistent with the subsurface materials described in the project's Geotechnical Engineering Study.

D. Employment of a testing laboratory by the Owner shall not relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.

E. Remedial work and re-testing costs, resulting from deficiencies in materials and/or workmanship, shall be borne by the Contractor.

1.04 QUALIFICATION OF LABORATORY

A. Meet laboratory requirements of ASTM E 329 and applicable requirements of ASTM C 1077, ASTM D 3666, and ASTM D 3740.

B. Where a laboratory subcontracts any part of the testing services, such work shall be placed with a laboratory complying with the requirements of this Section.

1.05 LABORATORY REPORTS

A. The testing laboratory shall provide and distribute copies of laboratory reports to the distribution list provided by the Engineer.

B. One copy of each laboratory report distributed or faxed to the Contractor shall be kept at the site field office for the duration of the project.

C. Before close of business on the working day following test completion and review, reports which indicate failing test results shall be transmitted immediately via fax from the testing laboratory to the material supplier, Contractor, and Engineer.

1.06 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

B. Laboratory may not approve or accept any portion of the Work.

C. Laboratory may not assume any duties of the Contractor.

D. Laboratory has no authority to stop the Work.

1.07 CONTRACTOR RESPONSIBILITIES

A. Provide safe access to the Work and to manufacturer's facilities for the Engineer, Engineer and for testing laboratory personnel.

B. Provide to the testing laboratory a copy of the construction schedule and a copy of each update to the construction schedule.

C. Notify the Engineer and the testing laboratory during normal working hours of the day previous to the expected time for operations requiring inspection and testing services. If the Contractor fails to make timely prior notification, then the Contractor shall not proceed with the operations requiring inspection and testing services.

D. Notify the Engineer 24 hours in advance if the Specification requires the presence of the Engineer or testing laboratory for sampling or testing.

E. Request and monitor testing as required to provide timely results and to avoid delay to the Work. Provide samples to the laboratory in sufficient time to allow the required test to be performed in accordance with specified test methods before the intended use of the material.

F. Cooperate with laboratory personnel in collecting samples on site. Provide incidental labor and facilities for safe access to the Work to be tested; to obtain and handle samples at the site or at source of products to be tested; and to facilitate tests and inspections including storage and curing of test samples.

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

3.01 CONDUCTING TESTING

A. Laboratory sampling and testing specified in individual Specification sections shall conform to the latest issues of ASTM standards, TxDOT methods, or other recognized test standards as approved by the Engineer.

B. The requirements of this section shall also apply to those tests for approval of materials, for mix designs, and for quality control of materials as performed by the testing laboratories employed by the Contractor.

END OF SECTION

Section 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Submittal procedures for:

1. Project Record Documents.

2. Design Mixes.

1.02 SUBMITTAL PROCEDURES

A. Scheduling and Handling:

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

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

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

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

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

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

4. Submit sufficient copies of documents. Unless otherwise specified in the following paragraphs or in the Specifications, provide 6 copies in addition to the number the Contractor requires returned. For portions of the project involving electrical or signal components, provide one additional copy (7 copies in addition to the number the Contractor requires returned).

5. Revise and resubmit submittals as required. Identify all changes made since previous submittal.

6. A maximum of three (3) reviews will be conducted on any one submittal. Submittals requiring more than three (3) reviews will be considered inadequate and result in a recovery of review expenses from the Contractor.

7. The Contractor shall assume the risk for material or equipment which is fabricated or delivered prior to approval. No material or equipment shall be incorporated into the Work or included in periodic progress payments until approval has been obtained in the specified manner.

B. Transmittal Form and Numbering:

1. Transmit each submittal to the Engineer with a Transmittal Cover.

2. Sequentially number each transmittal form beginning with the number 1. Re-submittals shall use the original number with an alphabetic suffix (i.e., 2A for first re-submittal of Submittal 2 or 15C for third re-submittal of Submittal 15). Each submittal shall only contain one type of work, material, or equipment. Mixed submittals will not be accepted.

3. Identify time nature of submittal, either ROUTINE or CRITICAL.

4. Identify variations from requirements of Contract Documents and identify product or system limitations.

5. For submittal numbering of video tapes, see paragraph 1.10 Video.

C. Transmittal Cover:

1. Transmittal Cover, certifying that the items have been reviewed in detail and are correct and in accordance with Contract Documents, except as noted by any requested variance. A stamp may be used to print the information on the Transmittal Cover except for the Contractor's signature. Regardless of whether the transmittal cover is typed or stamped, the transmittal cover text shall be a minimum of fourteen (14) point.

2. As a minimum, Transmittal Cover information shall include:

   a. Contractor's name.
   b. Job number.
   c. Submittal number.
   d. Certification statement that the Contractor has reviewed the submittal and it is in compliance with the Contract Documents.
   e. Signature line for Contractor.
   f. Submittal type – routine or critical

3. The bottom half of the Transmittal Cover shall be kept blank.

1.03 PROJECT RECORD DOCUMENTS

A. Submit Project Record Documents to the Engineer.

1.04 DESIGN MIXES

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

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

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

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

PART 2 P R O D U C T S - Not Used

PART 3 E X E C U T I O N

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

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

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

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

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

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

END OF SECTION

Section 01321

CONSTRUCTION PHOTOGRAPHS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Photographic requirements for construction photographs and submittals.

1.02 SUBMITTALS

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

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

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

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

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

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

1.03 QUALITY ASSURANCE

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

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

PART 2 PRODUCTS

2.01 PRECONSTRUCTION PHOTOGRAPHS

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

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

1. Job number.

2. Date and time photographs were taken.

3. Location and compass direction of the photograph, along with the project number.

4. Date shall be on negative (35mm) or on digital image.

5. Provide notation of vantage point marked for location and direction of shot, on a key plan of the site.

C. Sufficient number of photographs shall be taken to show the existence or non-existence of cracked paved surfaces and the condition of trees, shrubs, and grass.

D. Identify each photograph with an applied label or rubber stamp on the back with the following information:

1. Name of the Project.

2. Name and address of the photographer (if a professional photographer is used).

3. Name of the Contractor.

4. Date the photograph was taken.

5. Photographs shall be in plastic pockets and bound in three-ring notebook for easy access and viewing.

2.02 PROGRESS PHOTOGRAPHS

A. Take photographs of subject matter selected by Resident Project Representative at intervals, coinciding with the cutoff date associated with each application for payment. Select the vantage points for each shot each month to best show the status of construction and progress since the last photographs were taken.

1. Vantage Points: Follow direction by the Resident Project Representative to select vantage points. During each of the following construction phases take not less than 2 of the required shots from the same vantage point each time to create a time-lapse sequence.

2. Photos shall be submitted according to Paragraphs 1.03 B. and 2.01 B and D.

PART 3 E X E C U T I O N - Not Used

END OF SECTION

Section 02221

REMOVING EXISTING PAVEMENTS AND STRUCTURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Removing concrete pavement, asphaltic concrete pavement, and base courses.

B. Removing concrete curbs, concrete curbs and gutters, sidewalks and driveways.

C. Removing pipe culverts and storm sewers.

D. Removing existing inlets and manholes.

E. Removing miscellaneous structures of concrete or masonry.

F. Removing irrigation concrete pipe, stand pipes, valves and related irrigation structures.

1.02 MEASUREMENT AND PAYMENT - NOT USED

1.03 REGULATORY REQUIREMENTS

A. Conform all applicable codes, and local laws for disposal of debris.

B. Coordinate clearing work with utility companies.

1.04 SUBMITTALS – NOT USED

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PREPARATION

A. Obtain advance approval from Engineer for dimensions and limits of removal work.

B. Locate and identify buried utilities. Identification shall be by flagging and offset staking.

3.02 PROTECTION

A. Protect the following from damage or displacement:

1. Adjacent public and private property.
2. Trees, plants, and other landscape features designated to remain.
3. Utilities designated to remain.
4. Benchmarks, monuments, and existing structures designated to remain.

3.03 REMOVALS

A. Remove pavement and structures by methods that will not damage underground utilities. Do not use a drop hammer near existing underground utilities.

B. Minimize amount of earth loaded during removal operations.

C. Where existing pavement is to remain, make straight saw cuts in existing pavement to provide clean breaks prior to removal. Do not break concrete pavement or base with drop hammer unless concrete or base has been saw cut to a minimum depth of 2-inches.

D. Where street and driveway saw cut locations coincide or fall within 3-feet of existing construction or expansion joints, break out to existing joints.

E. Remove sidewalks and curbs to nearest existing dummy, expansion, or construction joint.

F. Where existing end of pipe culvert or end of sewer is to remain, install and 8-in-thick masonry plug in pipe end prior to backfill.

G. Remove all irrigation structure that are to be abandoned as per the construction plans, all underground pipes and appurtenances shall be removed and the disturbed soils shall be replaced and compact to a minimum of 85% density to the elevation equal to the surrounding natural ground.

3.04 BACKFILL

A. Backfill of removal areas shall be in accordance with requirements of Section 02316 – Excavation and Backfill of Structures.

3.05 DISPOSAL

A. Disposal shall be in accordance with requirements all Local Laws and Regulations.

B. Remove debris, rubbish, and extracted plant material from the site.

END OF SECTION

SECTION 02047

FLEXIBLE BASE

PART 1 GENERAL

1.01 SECTION INCLUDES

This work shall consist of furnishing and placing a foundation course for surface courses or for other base courses.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Flexible base will be measured by the square yard of surface area of completed, placed thickness and accepted work based on the width of flexible base as shown on the plans.

2. The accepted quantities of flexible base of the type, grade, and compaction method specified will be paid at the contract unit price per square yard, complete in place.

3. All sprinkling, rolling, and manipulation required will not be paid for directly, but will be considered incidental work.

4. Passing "Density Control" tests shall be paid by the OWNER. Failing "Density Control" tests shall be paid by the CONTRACTOR.

5. 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.

6. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price.

1.03 SUBMITTALS

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

B. Submit material and details of following items for approval:

1. Proposed material source location

2. Proctor of the material

3. Liquid Limit of the material

4. Plasticity Index of the material

5. Wet Ball Mill of the material

6. Gradation of the material

PART 2 PRODUCTS

2.01 MATERIALS

A. 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, or gravel.

B. When lime stabilization of the sub-grade is specified, the flexible base is to be added in accordance with Section 260, Lime stabilization.

C. Materials for flexible base shall be crushed as necessary to comply with the requirements hereinafter specified.

D. Materials shall consist of durable course aggregate particles mixed with approved binding materials.

2.02 FLEXIBLE BASE LIME STABILIZATION

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 020XX – Lime Stabilization.

2.03 FLEXIBLE BASE TYPES

A. Type A - Crushed or broken aggregate (excluding gravel aggregate).

B. Type B - Gravel Aggregate

C. Type F - Caliche

D. Unless otherwise noted on the plans, the CONTRACTOR may use any one type of these types provided the material to be used meets the requirements of Table 1.

TABLE 1

Property	Test Method	Grade 1	Grade 2	Grade 3	Grade 4
Master gradation sieve size (% retained)	Tex-110-E				
2-1/2 in.		-	0	0	
1-3/4		0	0-10		
7/8 in.		10-35	-	-	
3/8 in.		30-50	-	-	
No. 4		45-65	45-75	45-75	
No. 40		70-85	60-85	50-85	
Liquid limit, % max	Tex-104-E	35	40	40	
Plasticity index, max	Tex-106-E	10	12	12	
Plasticity index, min					
Wet ball mill, % max	Tex-116-E	40	45	-	
Wet ball mill, max increase passing the No. 40 sieve		20	20	-	
Classification	Tex-117-E	1.0	1.1 – 2.3	-	
Min compressive strength, psi					
Lateral pressure 0 psi		45	35	-	
Lateral pressure 15 psi		175	175	-	

2.04 PHYSICAL REQUIREMENTS

A. All flexible bases shall, when tested in accordance with standard laboratory test procedures, meet the physical requirements set forth in Table 1.

B. 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 Test	TEX-117-E (Part I or II)

C. 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.

D. 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.

2.05 MATERIAL TOLERANCES

A. 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 stockpile 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. 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.

B. 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.

C. All unstable or otherwise objectionable material shall be removed from the subgrade and replaced with approved material.

D. All holes, ruts and depressions shall be filled with approved material and, if required, the subgrade shall be thoroughly wetted with water and reshaped and rolled to the extent directed in order to place the subgrade in an acceptable condition to receive the base material.

E. The surface of the subgrade 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 recompacting by sprinkling and rolling.

F. Sufficient subgrade shall be prepared in advance to insure satisfactory prosecution of the work.

G. Material excavated in the preparation of the subgrade shall be utilized in the construction of adjacent shoulders and slopes or otherwise 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 - ALL MATERIAL TYPES

A. Immediately before placing the base material, the subgrade 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 subgrade 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 as 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 recompacting 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 recompacting 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 requirements 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, density tests shall be performed as required by the ENGINEER. If the material fails to meet the density requirements, it shall be reworked as necessary to meet the density 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 the established lines 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 recompacting 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 recompacting 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 recompacted and refinished at the sole expense of the CONTRACTOR.

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 TX DOT Test Method Tex-114-E.

C. It is the intent of this specification to provide the base material below the finished surface of the roadway not less than 98 percent of the density as determined by the compaction ratio method.

D. Field density determination shall be made in accordance with TX DOT 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.

END OF SECTION

Section 02754

CONCRETE DRIVEWAYS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Portland cement concrete driveways.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. Payment for concrete driveways is on square yard basis.

2. Refer to Section 01270 - Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

PART 2 PRODUCTS

2.01 MATERIALS

A. Concrete: Conform to material and proportion requirements for concrete of Section 02751 - Concrete Paving.

B. Reinforcing Steel: Conform to material requirements for welded wire fabric of Section 02751 - Concrete Paving.

C. Preformed Expansion Joint Material: Conform to material requirements for preformed expansion joint material of Section 02752 - Concrete Pavement Joints.

D. Expansion Joint Filler: Conform to material requirements for expansion joint material of Section 02752 - Concrete Pavement Joints.

E. Subgrade Materials: Conform to subgrade material requirements of Section 02336 - Lime Stabilized Subgrade, Section 02337 - Lime/Fly-Ash Stabilized Subgrade, or Section 02338 - Portland Cement Stabilized Subgrade.

PART 3 EXECUTION

3.01 PREPARATION

A. Prepare subgrade in accordance with applicable portions of Section 02336 - Lime Stabilized Subgrade, Section 02337 - Lime/Fly-Ash Stabilized Subgrade, and Section 02338 - Portland Cement Stabilized Subgrade.

3.02 PLACEMENT

A. Place and finish concrete in accordance with applicable portions of Section 02751 - Concrete Paving.

3.03 JOINTS

A. Install joints in concrete driveway in accordance with Section 02752 - Concrete Pavement Joints.

3.04 CONCRETE CURING

A. Cure concrete driveway in accordance with Section 02753 - Concrete Pavement Curing.

3.05 PROTECTION

A. Conform to applicable requirements of Section 02753 - Concrete Pavement Curing.

END OF SECTION

Section 02752

CONCRETE PAVEMENT JOINTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Joints for concrete paving; concrete sidewalks; concrete driveways, curbs, and curb and gutters.

B. Saw-cutting existing concrete or asphalt pavements for new joints.

1.02 MEASUREMENT AND PAYMENT – Not Used

1.03 REFERENCES

A. ASTM A 615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.

B. ASTM D 994 - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).

C. ASTM D 1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).

D. ASTM D 3405 - Standard Specification for Joint Sealants, Hot-Poured, for Concrete and Asphalt Pavements.

1.04 SUBMITTALS

A. Submit product data for joint sealing compound and proposed sealing equipment for approval.

B. Submit samples of dowel cup, metal supports, and deformed metal strip for approval.

PART 2 PRODUCTS

2.01 MATERIALS

A. Board Expansion Joint Material: Filler board of selected stock. Use wood of density and type as follows:

1. Clear, all-heart cypress weighing no more than 40 pounds per cubic foot, after being oven dried to constant weight.

2. Clear, all-heart redwood weighing no more than 30 pounds per cubic foot, after being oven dried to constant weight.

B. Preformed Expansion Joint Material: Bituminous fiber and bituminous mastic composition material conforming to ASTM D 994 and ASTM D 1751.

C. Joint Sealing Compound: Hot-poured rubber-asphalt compound conforming to ASTM D 3405.

D. Load Transmission Devices:

1. Smooth, steel dowel bars conforming to ASTM A 615, Grade 60. When indicated on Drawings, encase one end of dowel bar in approved cap having inside diameter 1/16 inch greater than diameter of dowel bar.

2. Deformed steel tie bars conforming to ASTM A 615, Grade 60.

E. Metal Supports for Reinforcing Steel and Joint Assembly: Employ metal supports of approved shape and size that will secure reinforcing steel and joint assembly in correct position during placing and finishing of concrete.

PART 3 EXECUTION

3.01 PLACEMENT

A. When new work is adjacent to existing concrete, place joints at same location as existing joints in adjacent pavement.

B. If the limit of removal of existing concrete or asphaltic pavement does not fall on existing joint, saw cut existing pavement minimum of 2 inches deep to provide straight, smooth joint surface without chipping, spalling or cracks.

3.02 CONSTRUCTION JOINTS

A. Place transverse construction joint wherever concrete placement must be stopped for more than 30 minutes. Place longitudinal construction joints at interior edges of pavement lanes using No. 6 deformed tie bars, 30 inches long and spaced 18 inches on centers.

3.03 EXPANSION JOINTS

A. Place 3/4-inch expansion joints at radius points of curb returns for cross street intersections, or as located in adjacent pavement but no further than 80 feet apart. Use no boards shorter than 6 feet. When pavement is 24 feet or narrower, use not more than 2 lengths of board. Secure pieces to form straight joint. Shape board filler accurately to cross section of concrete slab. Use load transmission devices of type and size shown on Drawings unless otherwise specified or shown as "No Load Transfer Device". Seal with joint sealing compound.

3.04 CONTRACTION JOINTS

A. Place contraction joints at same locations as in adjacent pavement or at spaces indicated on Drawings. Place smoothed, painted and oiled dowels accurately and normal to joint. Seal groove with joint sealing compound.

3.05 LONGITUDINAL WEAKENED PLANE JOINTS

A. Place longitudinal weakened plane joints at spaces indicated on Drawings. Seal groove with joint sealing compound.

3.06 SAWED JOINTS

A. Use sawed joints as an alternate to contraction and weakened plane joints. Circular cutter shall be capable of cutting straight line groove minimum of 1/2 inch wide. Depth shall be one quarter of pavement thickness plus 1/2 inch. Commence sawing as soon as concrete has hardened sufficiently to permit cutting without chipping, spalling or tearing and prior to initiation of cracks. Once sawing has commenced, it shall be continued until completed. Make saw cut with one

pass. Complete sawing within 24 hours of concrete placement. Saw joints at required spacing consecutively in sequence of concrete placement.

B. Concrete Saw: Provide sawing equipment adequate in power to complete sawing to required dimensions and within required time. Provide at least one standby saw in good working order. Maintain an ample supply of saw blades at work site at all times during sawing operations. Sawing equipment shall be on job at all times during concrete placement.

3.07 JOINTS FOR CURB, CURB AND GUTTER

A. Place 3/4-inch preformed expansion joints through curb and gutters at locations of expansion and contraction joints in pavement; at end of radius returns at street intersections and driveways; and at curb inlets. Maximum spacing shall be 120-foot centers.

3.08 JOINTS FOR CONCRETE SIDEWALKS

A. Provide 3/4-inch expansion joints conforming to ASTM A 1751 along and across sidewalk at back of curbs, at intersections with driveways, steps, and walls; and across walk at intervals not to exceed 36 feet. Provide expansion joint material conforming to ASTM D 994 for small radius curves and around fire hydrants and utility poles. Extend the expansion joint material full depth of the slab.

3.09 JOINTS FOR CONCRETE DRIVEWAYS

A. Provide 3/4-inch expansion joints conforming to ASTM D 1751 across driveway in line with street face of sidewalks, at existing concrete driveways, and along intersections with sidewalks and other structures. Extend expansion joint material full depth of slab.

3.10 JOINT SEALING

A. Seal joints only when surface and joints are dry, ambient temperature is above 50 degrees F and less than 85 degrees F, and weather is not foggy or rainy.

B. Joint sealing equipment shall be in like new working condition throughout the joint sealing operation, and be approved by Resident Project Representative. Use concrete grooving machine or power-operated wire brush and other equipment such as plow, brooms, brushes, blowers or hydro or abrasive cleaning as required to produce satisfactory joints.

C. Clean joints of loose scale, dirt, dust and curing compound. The term joint includes wide joint spaces, expansion joints, dummy groove joints or cracks, either preformed or natural. Remove loose material from concrete surfaces adjacent to joints.

D. Fill joints neatly with joint sealer to depth shown. Pour sufficient joint sealer into joints so that, upon completion, surface of sealer within joint will be 1/4 inch above level of adjacent surface or at elevation as directed.

3.11 PROTECTION

A. Maintain joints in good condition until completion of Work.

B. Replace damaged joints material with new material as required by this Section.

END OF SECTION

Section 02753

CONCRETE PAVEMENT CURING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Curing of Portland cement concrete paving.

1.02 MEASUREMENT AND PAYMENT – Not Used

1.03 REFERENCES

A. ASTM C 171 - Standard Specifications for Sheet Materials for Curing Concrete.

B. ASTM C 309 - Standard Specifications for Liquid Membrane-Forming Compounds for Curing Concrete.

1.04 SUBMITTALS

A. Submit manufacturer's product data for cover materials and liquid membrane-forming compounds.

PART 2 PRODUCTS

2.01 COVER MATERIALS FOR CURING

A. Curing materials shall conform to one of the following:

1. Polyethylene Film: Opaque pigmented white film conforming to requirements of ASTM C 171.

2. Waterproofed Paper: Paper conforming to requirements of ASTM C 171.

3. Cotton Mats: Single layer of cotton filler completely enclosed in cover of cotton cloth. Mats shall contain not less than 3/4 of a pound of uniformly distributed cotton filler per square yard of mat. Cotton cloth used for covering materials shall weigh not less than 6 ounces per square yard. Mats shall be stitched so that mat will contact surface of pavement at all points when saturated with water.

2.02 LIQUID MEMBRANE-FORMING COMPOUNDS

A. Liquid membrane-forming compounds shall conform to ASTM C 309. Membrane shall restrict loss of water to not more than 0.55 kg/m^2 of surface in 72 hours.

PART 3 EXECUTION

3.01 CURING REQUIREMENT

A. Concrete pavement shall be cured by protecting it against loss of moisture for period of not less than 72 hours immediately upon completion of finishing operations. Do not use membrane curing for concrete pavement to be overlaid by asphaltic concrete.

B. Failure to provide sufficient cover material shall be cause for immediate suspension of concreting operations.

3.02 POLYETHYLENE FILM CURING

A. Immediately after finishing surface, and after concrete has taken its initial set, apply water in the form of a fine spray. Cover surface with polyethylene film so film will remain in direct contact with surface during specified curing period.

B. Cover entire surface and both edges of pavement slab. Joints in film sheets shall overlap minimum of 12 inches. Immediately repair tears or holes occurring during curing period by placing acceptable moisture-proof patches or by replacing.

3.03 WATERPROOFED PAPER CURING

A. Immediately after finishing surface, and after concrete has taken its initial set, apply water in form of fine spray. Cover surface with waterproofed paper so paper will remain in direct contact with surface during specified curing period.

B. Prepare waterproofed paper to form blankets of sufficient width to cover entire surface and both edges of pavement slab, and not be more than 60 feet in length. Joints in blankets caused by joining paper sheets shall lap not less than 5 inches and shall be securely sealed with asphalt cement having melting point of approximately 180 degrees F. Place blankets to secure an overlap of at least 12 inches. Tears or holes appearing in paper during curing period shall be immediately repaired by cementing patches over defects.

3.04 COTTON MAT CURING

A. Immediately after finishing surface, and after concrete has taken its initial set, completely cover surface with cotton mats, thoroughly saturated before application, in such manner that they will contact surface of pavement equally at all points.

B. Mats shall remain on pavement for specified curing period. Keep mats saturated so that, when lightly compressed, water will drip freely from them. Keep banked earth or cotton mat covering edges saturated.

3.05 LIQUID MEMBRANE-FORMING COMPOUNDS

A. Immediately after finishing surface, and after concrete has taken its initial set, apply liquid membrane-forming compound in accordance with manufacturer's instructions.

END OF SECTION

Section 02751

CONCRETE PAVING

PART 1 G E N E R A L

1.01 SECTION INCLUDES

A. Portland cement concrete paving.

1.02 MEASUREMENT AND PAYMENT – NOT USED

1.03 REFERENCES

A. ASTM A 82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.

B. ASTM A 185 - Standard Specifications for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.

C. ASTM A 615 - Standard Specification for Deformed and Plain Billet - Steel Bars for Concrete Reinforcement.

D. ASTM C 31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field.

E. ASTM C 33 - Standard Specifications for Concrete Aggregates.

F. ASTM C 39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.

G. ASTM C 40 - Standard Test Method for Organic Impurities in Fine Aggregates for Concrete.

H. ASTM C 42 - Standard Test Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.

I. ASTM C 78 - Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third Point Loading).

J. ASTM C 94 - Standard Specification for Ready-Mixed Concrete.

K. ASTM C 131 - Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

L. ASTM C 136 - Standard Method for Sieve Analysis of Fine and Coarse Aggregates.

M. ASTM C 138 - Standard Test Method for Unit Weight, Yield, and Air Content (Gravimetric) of Concrete.

N. ASTM C 143 - Standard Test Method for Slump of Hydraulic Cement Concrete.

O. ASTM C 150 - Standard Specification for Portland Cement.

P. ASTM C 174 - Standard Test Method for Measuring Thickness of Concrete Elements Using Drilled Concrete Cores.

Q. ASTM C 231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the

Pressure Method.

R. ASTM C 260 - Standard Specification for Air-Entraining Admixtures for Concrete.

S. ASTM C 494 - Standard Specification for Chemical Admixtures for Concrete.

T. ASTM C 618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for use as a Mineral Admixture in Portland Cement Concrete.

U. TxDOT Tex-203-F - Sand Equivalent Test.

V. TxDOT Tex-406-A - Material Finer than 75 Fm (No. 200) Sieve In Mineral Aggregates (Decantation Test for Cement Aggregates).

1.04 SUBMITTALS

A. Submit proposed mix design and test data for each type and strength of concrete in Work. Include proportions and actual flexural strength obtained from design mixes at required test ages.

B. Submit for approval manufacturer's description and characteristics for mixing equipment, and for traveling form paver, when proposed for use.

C. Submit manufacturer's certificates giving properties of reinforcing steel. Include certificate of compliance with ASTM A 82. Provide specimens for testing when required by Engineer.

1.05 HANDLING AND STORAGE

A. Do not mix different classes of aggregate without written permission of Engineer.

B. Class of aggregate being used may be changed before or during Work with written permission of Engineer. Comply new class with specifications.

C. Reject segregated aggregate. Before using aggregate whose particles are separated by size, mix them uniformly to grading requirements.

D. Reject aggregates mixed with dirt, weeds, or foreign matter.

E. Do not dump or store aggregate in road bed.

PART 2 P R O D U C T S

2.01 MATERIALS

A. Portland Cement:

1. Sample and test cement to verify compliance with Standards of ASTM C 150, Type I or Type III.

2. Bulk cement which meets referenced standards may be used when method of handling is approved by Engineer. When using bulk cement, provide satisfactory weighing devices.

3. Fly ash, which meets standards of ASTM C 618, may be used as mineral fill when method of handling is approved by Engineer.

B. Water: Conform to requirements for water in ASTM C 94.

C. Coarse Aggregate: Crushed stone, gravel, or combination thereof, which is clean, hard, durable, conforms to requirements of ASTM C 33, and has abrasion loss not more than 45 percent by weight when subjected to Los Angeles Abrasion Test (ASTM C 131).

1. Maximum percentage by weight of deleterious substances shall not exceed following values:

Item	Percent by Weight of Total Sample Maximum
Clay lumps and friable particles	3.0
Material finer than 75-µm (No. 200) sieve:	
Concrete subject to abrasion	3.0*
All Other concrete	5.0*
Coal and lignite:	
Where surface appearance of concrete	0.5
All other concrete	1.0

* In case of manufactured sand, when material finer than 75-µm (No. 200) sieve consists of dust of fracture, essentially free from clay or shale, these limits may be increased to 5 and 7 percent, respectively.

2. Conform coarse aggregate (size 12 inch to No. 4 sieve) to requirements of ASTM C 33. Use gradation within following limits when graded in accordance with ASTM C 136:

Sieve Designation (Square Openings)	Percentage by Weight
Retained on 1:" sieve	0
Retained on 12"sieve	0 to 5
Retained on :" sieve	30 to 65
Retained on d" sieve	70 to 90
Retained on No. 4 sieve	95 to 100
Loss by Decantation Test	
*Method Tex-406-A	1.0 maximum

* In case of aggregates made primarily from crushing of stone, when material finer than 200 sieve is dust of fracture essentially free from clay or shale as established by Part III of TxDOT Tex-406-A, percent may be increased to 1.5.

D. Fine Aggregate: Sand, manufactured sand, or combination thereof, composed of clean, hard, durable, uncoated grains, free from loams or other injurious foreign matter. Conform fine aggregate for concrete to requirements of ASTM C 33. Use gradation within following limits when graded in accordance with ASTM C 136:

Sieve Designation (Square Openings)	Percentage by Weight
Retained on 3/8" sieve	0
Retained on No. 4 sieve	0 to 5
Retained on No. 8 sieve	0 to 20
Retained on No. 16 sieve	15 to 50
Retained on No. 30 sieve	35 to 75
Retained on No. 50 sieve	65 to 90
Retained on No. 100 sieve	90 to 100
Retained on No. 200 sieve	97 to 100

1. When subjected to color test for organic impurities (ASTM C 40), fine aggregate shall not show color darker than standard color. Fine aggregate shall be subjected to Sand Equivalent Test (Tex-203-F). Sand equivalent value shall not be less than 80, unless higher value is shown on Drawings.

E. Mineral Filler: Class C fly ash of acceptable quality and meeting requirements of ASTM C 618 may be used as mineral admixture in concrete mixture. When fly ash mineral filler is used, store and inspect in accordance with ASTM C 618. Do not use fly ash in amounts to exceed 30 percent by absolute volume of cementitious material in mix design. Cement content may be reduced when strength requirements can be met. Note: When fly ash is used, term "cement" is defined as cement plus fly ash.

F. Air Entraining Agent: Furnish air-entraining agent conforming to requirements of ASTM C 260.

G. Water Reducer: Water reducing admixture conforming to requirements of ASTM C 494 may be used when required to improve workability of concrete. Amount and type of admixture subject to approval by Engineer.

H. Reinforcing Steel:

1. Provide new billet steel manufactured by open hearth process and conforming to ASTM A 615, Grade 60. Store steel to protect it from mechanical injury and rust. At time of placement, steel shall be free from dirt, scale, rust, paint, oil, or other injurious materials.

2. Cold bend reinforcing steel to shapes shown. Once steel has been bent, it may not be rebent.

3. Provide wire fabric conforming to ASTM A 82. Use fabric in which longitudinal and transverse wires have been electrically welded at points of intersection. Welds shall have sufficient strength not to be broken during handling or placing. Conform welding and fabrication of fabric sheets to ASTM A 185.

2.02 EQUIPMENT

A. Conform Equipment to requirements of ASTM C 94.

2.03 MIXING

A. Flexural strength shall be as specified using test specimens prepared in accordance with ASTM C 31 and tested in accordance with ASTM C78 (using simple beam with third-point loading). Compressive strength shall be as specified using test specimens prepared in accordance with ASTM C 31 and tested in accordance with ASTM C 39. Determine and measure batch quantity of each ingredient, including water for batch designs and all concrete produced for Work. Mix shall conform to these specifications and other requirements indicated on Drawings.

B. Mix design to produce concrete, which will have flexural strength of 500 psi at 7 days and 600 psi at 28 days. Slump of concrete shall be at least 2 inches but no more than 4 inches, when tested in accordance with ASTM C 143.

1. Concrete pavement, including curb, curb and gutter, and saw-tooth curb, shall contain at least 52 sacks (94 pounds per sack) of cement per cubic yard, with not more than 6.5 gallons of water, net, per sack of cement (water-cement ratio maximum 0.57). Determine cement content in accordance with ASTM C 138. Addition of mineral filler may be used to improve workability or plasticity of concrete

to limits specified.

2. Coarse dry aggregate shall not exceed 85 percent of loose volume of concrete.

3. Add air-entraining admixture to ensure uniform distribution of agent throughout batch. Base air content of freshly mixed air-entrained concrete upon trial mixes with materials to be used in Work, adjusted to produce concrete of required plasticity and workability. Percentage of air entrainment in mix shall be 42 percent plus or minus 12 percent. Determine air content by testing in accordance with ASTM C 231.

4. Use retardant when temperature exceeds 90 degrees F. Proportion as recommended by manufacturer. Use same brand as used for air-entraining agent. Add and batch material using same methods as used for air-entraining agent.

C. Use high early strength concrete pavement to limits shown on Drawings. Design to meet following:

1. Concrete Mix: Flexural strength greater than or equal to 500 psi at 72 hours.

2. Cement: Minimum of 7 sacks of cement per cubic yard of concrete.

3. Water-Cement Ratio: Less than or equal to 5 gallons per sack. Changes in water-cement ratio and mix design including increase in cement factor when necessary, will be made when 72-hour flexural strength does not meet minimum value of 500 psi.

4. Other requirements for proportioning, mixing, execution, testing, etc., shall be in accordance with this Section 02751 - Concrete Paving.

PART 3 E X E C U T I O N

3.01 EXAMINATION

A. Verify compacted base is ready to support imposed loads and meets compaction requirements.

B. Verify lines and grades are correct.

3.02 PREPARATION

A. Properly prepare, shape and compact each section of sub grade before placing forms, reinforcing steel or concrete. After forms have been set to proper grade and alignment, use sub grade planer to shape sub grade to its final cross section. Check contour of sub grade with template.

B. Remove sub grade that will not support loaded form. Replace and compact sub grade to required density.

3.03 EQUIPMENT

A. Alternate equipment and methods, other than those required by this Section, may be used provided equal or better results will be obtained. Maintain equipment for preparing sub grade and for finishing and compacting concrete in good working order.

B. Sub grade Planer and Template:

1. Use sub grade planer with adjustable cutting blades to trim sub grade to exact

section shown on Drawings. Select planer mounted on visible rollers, which ride on forms. Planer frame must have sufficient weight so that it will remain on form, and have strength and rigidity that, under tests made by changing support from wheels to center, planer will not develop deflection of more than c inch. Tractors used to pull planer shall not produce ruts or indentations in sub grade. When slip form method of paving is used, operate sub grade planer on prepared track grade or have it controlled by electronic sensor system operated from string line to establish horizontal alignment and elevation of subbase.

2. Provide template for checking contour of sub grade. Template shall be long enough to rest upon side forms and have strength and rigidity that, when supported at center, maximum deflection shall not exceed c inch. Fit template with accurately adjustable rods projecting downward at 1-foot intervals. Adjust these rods to gauge cross sections of slab bottom when template is resting on side forms.

C. Machine Finisher: Provide power-driven, transverse finishing machine designed and operated to strike off and consolidate concrete. Machine shall have two screeds accurately adjusted to crown of pavement and with frame equipped to ride on forms. Use finishing machine with rubber tires when it operates on concrete pavement.

D. Hand Finishing:

1. Provide mechanical strike and tamping template 2 feet longer than width of pavement to be finished. Shape template to pavement section.

2. Provide two bridges to ride on forms and span pavement for finishing expansion and dummy joints. Provide floats and necessary edging and finishing tools.

E. Burlap Drag for Finishing Slab: Furnish four plies of 10-ounce burlap material fastened to bridge to form continuous strip of burlap full width of pavement. Maintain contact 3-foot width of burlap material with pavement surface. Keep burlap drags clean and free of encrusted mortar.

F. Vibrators: Furnish mechanically operated, synchronized vibrators mounted on tamping bar which rides on forms and hand-manipulated mechanical vibrators. Furnish vibrators with frequency of vibration to provide maximum consolidation of concrete without segregation.

G. Traveling Form Paver: Approved traveling form paver may be used in lieu of construction methods employing forms, consolidating, finishing and floating equipment. Meet requirements of this specification for sub grade, pavement tolerances, pavement depth, alignments, consolidation, finishing and workmanship. When traveling form paver does not provide concrete paving that meets compaction, finish, and tolerance requirements of this Specification, immediately discontinue its use and use conventional methods.

1. Equip traveling paver with longitudinal transangular finishing float adjustable to crown and grade. Use float long enough to extend across pavement to side forms or edge of slab.

2. Ensure that continuous deposit of concrete can be made at paver to minimize starting and stopping. Use conventional means of paving locations inaccessible to traveling paver, or having horizontal or vertical curvature that traveling paver cannot negotiate.

3. Where Drawings require tie bars for adjacent paving, securely tie and support bars to prevent displacement. Tie bars may be installed with approved mechanical bar inserter mounted on traveling-form paver. Replace pavement in which tie bars

assume final position other than that shown on Drawings.

3.04 FORMS

A. Side Forms: Use metal forms of approved shape and section. Preferred depth of form equal to required edge thickness of pavement. Forms with depths greater or less than required edge thickness of pavement will be permitted, provided difference between form depth and edge thickness when not greater than 1 inch, and further provided that forms of depth less than pavement edge are brought to required edge thickness by securely attaching wood or metal strips to bottom of form, or by grouting under form. Bottom flange of form shall be same size as thickness of pavement. Aluminum forms are not allowed. Forms shall be approved by Engineer. Length of form sections shall be not less than 10 feet and each section shall provide for staking in position with not less than 3 pins. Flexible or curved forms of wood or metal of proper radius shall be used for curves of 200-foot radius or less. Forms shall have ample strength and shall be provided with adequate devices for secure setting so that when in-place they will withstand, without visible springing or settlement, impact and vibration of finishing machine. In no case shall base width be less than 8 inches for form 8 inches or more in height. Forms shall be free from warp, bends or kinks and shall be sufficiently true to provide straight edge on concrete. Top of each form section, when tested with straight edge, shall conform to requirements specified for surface of completed pavement. Provide sufficient forms for satisfactory placement of concrete. For short radius curves, forms less than 10 feet in length or curved forms may be used. For curb returns at street intersections and driveways, wood forms of good grade and quality may be used.

B. Form Setting:

1. Rest forms directly on sub grade. Do not shim with pebbles or dirt. Accurately set forms to required grade and alignment and, during entire operation of placing, compacting and finishing of concrete, do not deviate from this grade and alignment more than c inch in 10 feet of length. Do not remove forms for at least 8 hours after completion of finishing operations. Provide supply of forms that will be adequate for orderly and continuous placing of concrete. Set forms and check grade for at least 300 feet ahead of mixer or as approved by Engineer.

2. Adjacent slabs may be used instead of forms, provided that concrete is well protected from possible damage by finishing equipment. Do not use adjacent slabs for forms until concrete has aged at least 7 days.

3.05 REINFORCING STEEL AND JOINT ASSEMBLIES

A. Place reinforcing steel and joint assemblies and position securely as indicated on Drawings. Wire reinforcing bars securely together at intersections and splices. Bars and coatings shall be free of rust, dirt or other foreign matter when concrete is placed. Secure reinforcing steel to chairs.

B. Position pavement joint assemblies at required locations and elevations, and rigidly secure in position. Install dowel bars in joint assemblies, each parallel to pavement surface and to centerline of pavement, as shown.

C. Cut header boards, joint filler, and other material used for forming joints to receive each dowel bar.

D. Secure in required position to prevent displacement during placing and finishing of concrete.

E. Drill dowels into existing pavement, secure with epoxy; and provide paving headers as required to provide rigid pavement sections.

F. Use sufficient number of chairs for steel reinforcement bars to maintain position of bars within allowable tolerances. Place reinforcement as shown on Drawings. In plane of steel parallel to nearest surface of concrete, bars shall not vary from plan placement by more than 1/12 of spacing between bars. In plane of steel perpendicular to nearest surface of concrete, bars shall not vary from plan placement by more than 3 inch.

3.06 FIBROUS REINFORCING

A. Do not use fibrous reinforcing to replace structural, load-bearing, or moment-reinforcing steel.

B. Mix and place in accordance with requirements of Section 03240.

3.07 PLACEMENT

A. Place concrete when air temperature taken in shade and away from artificial heat is above 35 degrees F and rising. Do not place concrete when temperature is below 40 degrees F and falling.

B. Place concrete within 90 minutes after initial water had been added. Remove and dispose of concrete not placed within this period.

C. Concrete slump during placement shall be 1 to 4 inches, except when using traveling-form paver, slump shall be maximum of 2 inches.

E. Deposit concrete continuously in successive batches. Distribute concrete in manner that will require as little rehandling as possible. Where hand spreading is necessary, distribute concrete with shovels or by other approved methods. Use only concrete rakes in handling concrete. At placement interruption of more than 30 minutes, place transverse construction joint at stopping point. Remove and replace sections less than 10 feet long.

F. Take special care in placing and spading concrete against forms and at longitudinal and transverse joints to prevent honeycombing. Voids in edge of finished pavement will be cause for rejection.

3.08 COMPACTION

A. Consolidate concrete using mechanical vibrators as specified herein. Extend vibratory unit across pavement, not quite touching side forms. Space individual vibrators at close enough intervals to vibrate and consolidate entire width of pavement uniformly. Mount mechanical vibrators to avoid contact with forms, reinforcement, transverse or longitudinal joints.

B. Furnish enough hand-manipulated mechanical vibrators for proper consolidation of concrete along forms, at joints and in areas not covered by mechanically controlled vibrators.

3.09 FINISHING

A. Finish concrete pavement with power-driven transverse finishing machines or by hand finishing methods.

1. Use transverse finishing machine to make at least two trips over each area. Make last trip continuous run of not less than 40 feet. After transverse screeding, use hand-operated longitudinal float to test and level surface to required grade.

2. Hand finish with mechanical strike and tamping template in same width as pavement to be finished. Shape template to pavement section shown on Drawings. Move strike template forward in direction of placement, maintaining slight excess of material in

front of cutting edge. Make minimum of two trips over each area. Screed pavement surface to required section. Work screed with combined transverse and longitudinal motion in direction work is progressing. Maintain screed in contact with forms. Use longitudinal float to level surface.

B. On narrow strips and transitions, finish concrete pavement by hand. Thoroughly work concrete around reinforcement and embedded fixtures. Strike off concrete with strike-off screed. Move strike-off screed forward with combined transverse and longitudinal motion in direction work is progressing, maintaining screed in contact with forms, and maintaining slight excess of materials in front of cutting edge. Tamp concrete with tamping template. Use longitudinal float to level surface.

C. After completion of straightedge operation, make first pass of burlap drag as soon as construction operations permit and before water sheen has disappeared from surface. Follow with as many passes as required to produce desired texture depth. Permit no unnecessary delays between passes. Keep drag wet, clean and free from encrusted mortar during use.

3.10 JOINTS AND JOINT SEALING

A. Conform to requirements of Section 02752 - Concrete Pavement Joints.

3.11 CONCRETE CURING

A. Conform to requirements of Section 02753 - Concrete Pavement Curing.

3.12 TOLERANCES

A. Test entire surface before initial set and correct irregularities or undulations. Bring surface within requirements of following test and then finish. Place 10-foot straightedge parallel to center of roadway to bridge depressions and touch high spots. Do not permit ordinates measured from face of straight edge to surface of pavement to exceed 1/16 inch per foot from nearest point of contact. Maximum ordinate with 10-foot straightedge shall not exceed c inch. Grind spots in excess of required tolerances to meet surface test requirements. Restore texture by grooving concrete to meet surface finishing specifications.

3.13 FIELD QUALITY CONTROL

A. Perform testing by an independent laboratory.

B. Compressive Strength Test Specimens: Make four test specimens for compressive strength test in accordance with ASTM C 31 for each 150 cubic yards or less of pavement that is placed in one day. Test two specimens at 7 days. Test remaining two specimens at 28 days. Test specimens in accordance with ASTM C 39. Minimum compressive strength shall be 3000 pounds per square inch at 7 days and 3500 pounds per square inch at 28 days.

C. When compressive test indicates failure, make yield test in accordance with ASTM C 138 for cement content per cubic yard of concrete. When cement content is found to be less than that specified per cubic yard, increase batch weights until amount of cement per cubic yard of concrete conforms to requirements.

D. Minimum of one 4-inch core will be taken at random locations per 375 feet per 12 feet lane or 500 square yards of pavement to measure in-place depth. Measure depth in accordance with ASTM C 174. Each core may be tested for 28-day compressive strength according to methods of ASTM C 42. 28-day compressive strength of each core tested shall be minimum of 3000 pounds per square inch.

E. Request, at option, three additional cores in vicinity of cores indicating nonconforming in-place depths at no cost to City. In-place depth at these locations shall be average depth of four cores.

F. Fill cores and density test sections with new concrete paving or non-shrink grout.

3.14 NONCONFORMING PAVEMENT

A. Remove and replace areas of pavement found deficient in thickness by more than 10 percent, or that fail compressive strength tests, with concrete of thickness shown on Drawings.

B. When measurement of any core is less than specified thickness by more than 10 percent, actual thickness of pavement in this area will be determined by taking additional cores at 10-foot intervals parallel to centerline in each direction from deficient core until, in each direction, core is taken which is not deficient by more than 10 percent. Exploratory cores for deficient thickness will not be used in averages for adjusted unit price. Exploratory cores are to be used only to determine length of pavement in unit that is to be removed and replaced. Replace nonconforming pavement sections at no additional cost to City.

3.15 UNIT PRICE ADJUSTMENT – NOT USED

3.16 PAVEMENT MARKINGS

A. Restore pavement markings to match those existing in accordance with standard specifications and details and Engineer's requirements.

3.17 PROTECTION

A. Barricade pavement section to prevent use until concrete has attained minimum design strength. Cure barricade pavement section for minimum 72 hours before use. Do not open pavement to traffic until concrete is at least 10 days old. Pavement may be open to traffic earlier provided Contractor pays for testing and additional beam once 7 day specified flexural strength is obtained. Pavement may be opened when high early strength concrete is used meeting specified 72-hour strength.

B. High early strength concrete may be used to provide access at driveways, street intersections, esplanades and other locations approved by Engineer.

C. On those sections of pavement to be opened to traffic, seal joints, clean pavement, and place earth against pavement edges before permitting use by traffic. Opening of pavement to traffic shall not relieve responsibility for Work.

D. Maintain concrete paving in good condition until completion of Work.

E. Repair defects by replacing concrete to full depth.

END OF SECTION

Section 02742

PRIME COAT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Prime coat for asphaltic concrete paving

1.02 MEASUREMENT AND PAYMENT – Not Used

1.03 SUBMITTALS

A. Submit product data for proposed prime coat.

B. Submit report of recent calibration of distributor.

PART 2 PRODUCTS

A. Cutback Asphalt

B. Provide moisture-free homogeneous material which will not foam when heated to 347 degrees F and which meets following requirements:

C. Asphalt material for prime coat shall be MC-30 or MC-70 and shall meet following requirements:

PROPERTIES	TYPE - GRADE			
	MC-30		MC-70	
	MIN.	MAX.	MIN.	MAX.
Water, Percent	---	0.2	---	0.2
Flash Point, T.O.C., °F	100	---	100	---
Kinematic Viscosity at 140°F, cst	30	60	70	140

2. Distillate shall be as follows, expressed as percent by volume of total distillate to 680 degrees F:

TEMPERATURE	TYPE-GRADE			
	MC-30		MC-70	
	MIN.	MAX.	MIN.	MAX.
to 437°F	---	25	---	20
to 500°F	40	70	20	60
to 600°F	75	93	65	90
Residue from 680°F Distillation, Volume, Percent	50	---	55	---

3. Tests on Distillation Residue:

TEST	TYPE-GRADE			
	MC-30		MC-70	
	MIN.	MAX.	MIN.	MAX.
Penetration at 77°F, 100g, 5 sec., cm	120	250	120	250
Ductility at 77°F, 5 cm/min., cm	100*	---	100*	---
Solubility in Trichloroethylene, %	99	---	99	---
Spot Test	All Negative			

*If penetration of residue is more than 200 and ductility at 77 degrees F is less than 100 cm, material will be acceptable if its ductility at 60 degrees F is more than 100 cm.

2.02 EMULSIFIED PETROLEUM RESIN

A. EPR-1 Prime: Slow curing emulsion of petroleum resin and asphalt cement conforming to the following requirements:

PROPERTIES	MIN.	MAX.
Fural Viscosity at 77°F, Sec	14	40
Residue by Evaporation, % by Weight	60	-
Sieve Test, %	-	0.1
Particle Charge Test	Positive	
Tests on the Distillation Residue:		
Flash Point, COC (F)	400	-
Kinematic Viscosity @ 140 F (cst)	190	350

B. For use, EPR-1 may be diluted with water up to a maximum three parts water to one part EPR-1 in order to achieve desired concentration of residual resin/asphalt to facilitate application.

PART 3 E X E C U T I O N

3.01 EXAMINATION

A. Verify base is ready to support imposed loads.

B. Verify lines and grades are correct.

3.02 PREPARATION

A. Thoroughly clean base course surface of loose material by brooming prior to application of prime coat.

B. Prepare sufficient base in advance of paving for efficient operations.

3.03 APPLICATION, BASIC

A. Apply prime coat with approved type of self-propelled pressure distributor. Distribute prime coat evenly and smoothly under pressure necessary for proper distribution.

B. Keep storage tanks, piping, retorts, booster tanks, and distributors used in handling asphaltic materials clean and in good operating condition. Conduct operations so that asphaltic material does not become contaminated.

C. If yield of asphaltic material appears to be in error, recalibrate distributor prior to continuing work.

D. Maintain the surface until Work is accepted by Owner.

3.04 APPLICATION, CUTBACK ASPHALT

A. Do not place prime coat when air temperature is below 60 degrees F and falling. Materials may be placed when air temperature taken in shade and away from artificial heat is above 50 degrees F and rising.

B. Distribute at rate of 0.25 to 0.35 gallons per square yard.

C. Equipment shall be capable of reporting temperature of asphaltic material in heating equipment and in distributor, for determining rate of application, and for obtaining uniformity at junction of two distributor loads. Maintain in accurate working order, including recording thermometer at storage heating unit at all times.

D. Temperature of application shall be based on temperature-viscosity relationship that will permit application of asphalt with viscosity of 100 to 125 centistokes. Maintain asphalt within 15 degrees F of temperature required to meet viscosity. Selected temperature shall be within following range.

Prime Coat Type	Minimum (°F)	Maximum (°F)
MC-30	70	150
MC-70	125	175

E. Do not allow temperature of MC-30 to exceed 175 degrees F at any time.

F. Do not allow temperature of MC-70 to exceed 200 degrees F at any time.

3.05 APPLICATION, EMULSIFIED PETROLEUM RESIN

A. Do not place prime coat when air temperature is below 36 degrees F and falling.

B. Distribute at rate of 0.15 to 0.25 gallons per square yard.

3.06 PROTECTION

A. Prevent traffic or placement of subsequent courses over freshly applied prime coat until authorized by Resident Project Representative.

END OF SECTION

Section 02741

ASPHALTIC CONCRETE PAVEMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Surface courses of compacted mixture of coarse and fine aggregates and asphaltic material.

1.02 MEASUREMENT AND PAYMENT – Not Used

1.03 REFERENCES

A. ASTM C 33 - Standard Specification for Concrete Aggregates.

B. ASTM C 131 - Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

C. ASTM C 136 - Standard Method for Sieve Analysis of Fine and Coarse Aggregates.

D. TxDOT Tex-126-E - Molding, Testing, and Evaluation of Bituminous Black Base Material.

E. TxDOT Tex-106-E - Method of Calculating the Plasticity Index of Soils.

F. TxDOT Tex-203-F - Sand Equivalent Test.

G. TxDOT Tex-204-F - Design of Bituminous Mixtures.

H. TxDOT Tex-207-F - Determination of Density of Compacted Bituminous Mixtures.

I. TxDOT Tex-208-F - Test for Stabilometer Value of Bituminous Mixtures.

J. TxDOT Tex-217-F - Determination of Deleterious Material and Decantation Test for Coarse Aggregates.

K. TxDOT Tex-227-F - Theoretical Maximum Specific Gravity of Bituminous Mixtures

1.04 SUBMITTALS

A. Submit certificates that asphaltic materials and aggregates meet requirements of Article 2.01, Materials, of this Section.

B. Submit proposed design mix and test data for each type and strength of surface course in Work.

C. Submit manufacturer's description and characteristics of mixing plant for approval.

D. Submit manufacturer's description and characteristics of spreading and finishing machine for approval.

PART 2 PRODUCTS

2.01 MATERIALS

A. Coarse Aggregate: Gravel or crushed stone, or combination thereof, that is retained on No. 10 sieve, uniform in quality throughout and free from dirt, organic or other injurious matter occurring either free or as coating on aggregate. Aggregate shall conform to ASTM C 33 except for gradation. Furnish rock or gravel with Los Angeles abrasion loss not to exceed 40 percent by weight when tested in accordance with ASTM C 131.

B. Fine Aggregate: Sand or stone screenings or combination of both passing No. 10 sieve. Aggregate shall conform to ASTM C 33 except for gradation. Use sand composed of sound, durable stone particles free from loams or other injurious foreign matter. Furnish screenings of same or similar material as specified for coarse aggregate. Plasticity index of that part of fine aggregate passing No. 40 sieve shall be not more than 6 when tested by Tex-106-E. Sand equivalent shall have a minimum value of 45 when tested by Tex-203-F.

C. Composite Aggregate: Conform to following limits when graded in accordance with ASTM C 136.

GRADUATION OF COMPOSITE AGGREGATE	
Sieve Size	**Percent Passing**
1/2"	100
3/8"	85 to 100
#4	50 to 70
#10	32 to 42
#40	11 to 26
#80	4 to 14
#200	1 to 6*
*2 to 8 when Test Method Tex – 200 - F, Part II (Washed Sieve Analysis) is used	

D. Asphaltic Material: Moisture-free homogeneous material which will not foam when heated to 347 degrees F, meeting following requirements:

VISCOSITY GRADE				
	AC-10		**AC-20**	
TEST	**Min.**	**Max.**	**Min.**	**Max.**
Viscosity, 140° F stokes	1000	± 200	2000	± 400
Viscosity, 275° F stokes	1.9	-	2.5	-
Penetration, 77° F, 100g, 5 sec.	85	-	55	-
Flash Point, C.O.C., F.	450	-	450	-
Solubility in trichloroethylene, percent	99.0	-	99.0	-
Tests on residues from thin film oven tests:				
Viscosity, 140° F stokes		3000	-	6000
Ductility, 77° F, 5 cms per min., cms	100	-	70	-
Spot tests	Negative for all grades			

1. Material shall not be cracked.

2.02 EQUIPMENT

A. Mixing Plant: Weight-batching or drum mix plant with capacity for producing Continuously mixtures meeting specifications. Plant shall have satisfactory conveyors, power units, aggregate handling equipment, hot aggregate screens and bins, and dust collectors. Provide equipment to supply materials adequately in accordance with rated capacity of plant and produce finished material within specified tolerances. Following equipment is essential:

1. Cold aggregate bins and proportioning device.
2. Dryer.
3. Screens.
4. Aggregate weight box and batching scales.
5. Mixer.
6. Asphalt storage and heating devices.
7. Asphalt measuring devices.
8. Truck scales.

B. Bins: Separate aggregate into minimum of four bins to produce consistently uniform grading and asphalt content in completed mix.

2.03 MIXES

A. Employ a certified testing laboratory to prepare design mixes. Test in accordance with Tex-126-E or Tex-204-F and Tex-208-F.

B. Density and Stability Requirements:

Percent Density		Percent	HVEEM Stability Percent
Min.	Max.	Optimum	Not Less Than
94.5	97.5	96	35

C. Proportions for Asphaltic Material: Provide 4 to 8 percent of mixture by weight. Aggregate by weight shall not contain more than 1.0 percent by weight of fine dust, clay-like particles, or silt when tested in accordance with Tex-217-F, Part II.

PART 3 E X E C U T I O N

3.01 EXAMINATION

A. Verify compacted base course is ready to support imposed loads.

B. Verify lines and grades are correct.

3.02 PREPARATION

A. Prime Coat: If indicated on the Drawings, apply a prime coat conforming to requirements of Section 02742 - Prime Coat. Do not apply a tack coat until primed base has cured to satisfaction of Resident Project Representative.

B. Tack Coat: Conform to requirements of Section 02743 - Tack Coat.

C. Prepare sub-grade in advance of asphaltic concrete paving operation.

D. Do not use cutback asphalt during the period of April 16 to September 15.

3.03 PLACEMENT

A. Do not place asphaltic mixture when air temperature is below 50 degrees F and falling. Mixture may be placed when air temperature taken in shade and away from artificial heat is above 40 degrees F and rising.

B. Haul prepared and heated asphaltic concrete mixture to the project in tight vehicles previously cleaned of foreign material. Mixture shall be at temperature between 250 degrees F and 325 degrees F when laid.

C. Spread material into place with approved mechanical spreading and finishing machine of screening or tamping type.

D. Surface Course Material: Surface course 2 inches or less in thickness may be spread in one lift. Spread lifts in such manner that, when compacted, finished course will be smooth, of uniform density, and will be to section, line and grade as shown. Place construction joints on surface courses to coincide with lane lines or as directed by Resident Project Representative.

E. Place courses as nearly continuously as possible. Pass roller over unprotected ends of Freshly laid mixture only when mixture has cooled. When work is resumed, cut back laid material to produce slightly beveled edge for full thickness of course. Remove old material which has been cut away and lay new mix against fresh cut.

F. When new asphalt is laid against existing or old asphalt, existing or old asphalt shall be saw cut full depth to provide straight smooth joint.

G. In restricted areas where use of paver is impractical, spread and finish asphalt by Mechanical compactor. Use wood or steel forms, rigidly supported to assure correct grade and cross section. Carefully place materials to avoid segregation of mix. Do not broadcast material. Remove any lumps that do not break down readily. Place asphalt courses in same sequence as if placed by machine.

3.04 COMPACTION

A. Begin rolling while pavement is still hot and as soon as it will bear roller without undue displacement or hair cracking. Keep wheels properly moistened with water to prevent adhesion of surface mixture. Do not use excessive water.

B. Compress surface thoroughly and uniformly, first with power-driven, 3-wheel, or tandem rollers weighing from 8 to 10 tons. Obtain subsequent compression by starting at side and rolling longitudinally toward center of pavement, overlapping on successive trips by at least one-half width of rear wheels. Make alternate trips slightly different in length. Continue rolling until no further compression can be obtained and rolling marks are eliminated. Complete rolling before mixture temperature drops below 175 degrees F.

C. Use tandem roller for final rolling. Double coverage with approved pneumatic roller on

asphaltic concrete surface is acceptable after flat wheel and tandem rolling has been completed.

D. Along walls, curbs, headers and similar structures, and in locations not accessible to rollers, compact mixture thoroughly with lightly oiled tamps.

E. Compact binder course and surface course to density not less than 94 percent nor more than 98 percent of the maximum possible density of voidless mixture composed of same materials in like proportions.

3.05 TOLERANCES

A. Furnish templates for checking surface in finished sections. Maximum deflection of templates, when supported at center, shall not exceed 1/8 inch.

B. Completed surface, when tested with 10-foot straightedge laid parallel to center line of pavement, shall show no deviation in excess of 1/8 inch in 10 feet. Correct any surface not meeting this requirement.

3.06 FIELD QUALITY CONTROL

A. Testing will be performed by an independent lab.

B. Minimum of one core will be taken at random locations per 1000 feet per lane of roadway or 500 square yards of base to determine in-place depth and density.

C. In-place density will be determined in accordance with Tex-207-F and Tex-227-F from cores or sections. Other methods of determining in-place density, which correlate satisfactorily with results obtained from roadway specimens, may be used when approved by Engineer.

D. Contractor may, at his own expense, request three additional cores in vicinity of cores indicating nonconforming in-place depths. In-place depth at these locations shall be average depth of four cores.

E. Fill cores and density test sections with new compacted asphaltic concrete.

3.07 NONCONFORMING PAVEMENT

A. Remove and replace any non – conforming pavement.

B. Remove and replace areas of asphalt found deficient in thickness by more than 10 percent. Use new asphaltic base of thickness shown on Drawings.

C. Replace nonconforming pavement sections.

3.08 UNIT PRICE ADJUSTMENT – Not Used

3.09 PROTECTION

A. Do not open pavement to traffic until 12 hours after completion of rolling, or as shown on Drawings.

B. Maintain asphaltic concrete pavement in good condition until completion of Work.

C. Repair defects immediately by replacing asphaltic concrete pavement to full depth.

END OF SECTION

Section 02611

REINFORCED CONCRETE PIPE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Reinforced concrete pipe for sanitary sewers and storm sewers.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for reinforced concrete pipe under this Section. Include cost in unit price work as specified in the following Sections:

a. Section 02426 - Sanitary Sewer Line in Tunnel.

b. Section 02531 - Gravity Sanitary Sewers.

c. Section 02631 - Storm Sewers.

2. Refer to Section 01270- Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this section is included in the total Stipulated Price.

1.03 REFERENCES

A. ASTM C 76 - Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.

B. ASTM C 443 - Joints for Circular Concrete Sewer and Culvert Pipe.

C. ASTM C 497 - Method of Testing Concrete Pipe, Sections, or Tile.

D. ASTM C 506 - Reinforced Concrete Arch Culvert, Storm Drain and Sewer Pipe

E. ASTM C 507 - Reinforced Concrete Elliptical Culvert, Storm Drain and Sewer Pipe.

F. ASTM C 655 - Reinforced Concrete D-load Culvert, Storm Drain and Sewer Pipe.

G. ASTM C 822 - Standard Definitions and Terms Relating to Concrete Pipe and Related Products.

H. ASTM C 877 - Standard Specification for External Sealing Bands for Non circular Concrete Sewer, Storm Drain, and Culvert Pipe.

1.04 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittal Procedures.

B. Submit complete product data for pipe, fittings and gaskets for approval. Indicate conformance to appropriate reference standards.

C. Submit certificates by a testing laboratory, hired and paid by the manufacturer, that concrete pipes meet applicable standards when tested in accordance with ASTM C 497.

D. For jacking pipe, submit drawings and data describing grouting port design and closure procedures when required by Section 02431 - Tunnel Grout, including liner repair, as applicable.

PART 2 PRODUCTS

2.01 REINFORCED CONCRETE PIPE

A. Circular reinforced concrete pipe shall conform to requirements of ASTM C 76, for Class III wall thickness. Joints shall be rubber gasketed conforming to ASTM C 443.

B. Reinforced concrete arch pipe shall conform to the requirements of ASTM C 506 for Class A-III. Joints shall conform to ASTM C 877.

C. Reinforced concrete elliptical pipe, either vertical or horizontal, shall conform to the requirements of ASTM C 507 for Class VE-III for vertical or Class HE-III for horizontal. Joints shall be rubber gaskets conforming to ASTM C 877.

D. Reinforced concrete D-load pipe shall conform to the requirements of ASTM C 655.

2.02 GASKETS

A. When no contaminant is identified, furnish rubber gasket conforming to ASTM C 443 for circular reinforced concrete pipe and rubber gasket conforming to ASTM C 877 for reinforced concrete elliptical pipe.

B. Pipes to be installed in potentially contaminated areas, especially where free product is found near the elevation of the proposed sewer, shall have the following gasket materials for the noted contaminants:

CONTAMINANT	GASKET MATERIAL REQUIRED
Petroleum (diesel, gasoline)	Nitrile Rubber
Other Contaminants	As recommended by the pipe manufacturer

2.03 LINERS FOR SANITARY SEWER PIPE

A. Reinforced concrete pipe for sanitary sewers shall be PVC lined and conform to Section 02752 - Plastic Liner for Large Diameter Concrete Sewers and Structures.

B. Reinforced concrete pipes to be installed in potentially contaminated areas shall have liners that are recommended by the manufacturer as resistant to contaminants identified in the Phase II Environmental Site Assessment Report.

2.04 SOURCE QUALITY CONTROL

A. Representatives of Resident Project Representatives will inspect manufacturer's plant and casting operations as deemed necessary.

PART 3 EXECUTION

3.01 INSTALLATION

A. Conform to requirements of the following Sections, as applicable:

1. Section 02446 - Pipe and Casing Augering
2. Section 02531 - Gravity Sanitary Sewers
3. Section 02631 - Storm Sewers.
4. Section 02441 - Microtunneling and Pipe Jacked Tunnels

B. Install reinforced concrete pipe in accordance with manufacturer's recommendations.

END OF SECTION

Section 02315

ROADWAY EXCAVATION

AND
ROADSIDE DITCHES, DRAINAGE DITCHES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Excavation and compaction of materials for roadways.

B. Excavation and compaction of materials for roadside ditches.

1.02 MEASUREMENT AND PAYMENT – Not Used

1.03 REFERENCES

A. ASTM D 698 – Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12.44 ft-lbf/ft^3).

B. ASTM D 2216 – Standard Test Method for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass.

C. ASTM D 2922 – Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

D. ASTM D 3017 – Standard Test Method for Water content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

E. ASTM D 4318 – Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

PART 2 PRODUCTS

A. MATERIALS

B. Provide topsoil conforming to the Geotechnical recommendation.

C. Provide backfill which is excavated material, graded free of roots, lumps greater than 6 inches, rocks larger than 3 inches, organic material, and debris.

D. Provide structural backfill which is select material meeting the following requirements:

1. Plasticity index: not less than 12 nor more than 20.

2. Maximum liquid limit: 45.

PART 3 EXECUTION

3.01 PREPARATION

A. Identify required lines, levels, and datum.

B. Identify and flag surface and aerial utilities.

C. Notify utility companies to remove or relocate utilities.
D. Identify, stake, and flag known utility locations below grade. Make temporary or permanent relocation of underground pipes, ducts, or utilities where indicated on Drawings.

E. Upon discovery of unknown or badly deteriorated utilities, or concealed conditions, discontinue work. Notify Project Manager and obtain instructions before proceeding in such areas.

F. Obtain approval of top soil quality before excavating and stockpiling.

3.02 PROTECTION

A. Protect the following from damage or displacement:

1. Trees, shrubs, lawns, existing structures, and other features outside of grading limits.

2. Utilities either above or below grade, which are to remain.

3.03 TOPSOIL REMOVAL

A. Strip off topsoil from the area to be excavated to a minimum depth of 6 inches, unless indicated otherwise on the Drawings.

B. Stockpile topsoil in a designated location for reuse. Stockpile topsoil to depth not exceeding 8 feet. Cover to protect from erosion.

3.04 SOIL EXCAVATION

A. Excavate to lines and grades shown on Drawings.

B. Remove unsuitable material not meeting specifications. Backfill with embankment materials and compact to requirements of Section 02330 - Embankment.

C. Record location and plug and fill inactive water and oil wells. Conform to Texas Department of Health, Texas Natural Resource Conservation Commission, and Texas Railroad Commission requirements. Notify Project Manager prior to plugging wells.

D. At intersections, grade back at minimum slope of one inch per foot. Produce a smooth riding junction with intersecting street. Maintain proper drainage.

E. If an area is inadvertently over excavated, fill the area in accordance with requirements of Section 02330 - Embankment at no additional cost to the Owner.

F. Remove material not qualified for use and excess soil not being reused from the site.

3.05 COMPACTION

A. Maintain optimum moisture content of subgrade to attain required density.

B. Compact to following minimum densities at a moisture content of optimum to 3 percent above optimum as determined by ASTM D 698, unless otherwise indicated on the Drawings:

1. Areas under future paving and shoulders: Minimum density of 95 percent of maximum dry density.

2. Other areas: Minimum density of 90 percent of maximum dry density.

3.06 TOLERANCES

A. Top of Compacted Surface: Plus or minus 1/2 inch in cross section, or in 16 foot length.

3.07 FIELD QUALITY CONTROL

A. Testing will be performed by an independent lab.

B. Test and analysis of soil materials will be performed in accordance with ASTM D 4318, ASTM D 2216, and ASTM D 698.

C. Compaction testing will be performed in accordance with ASTM D 698 or ASTM D 2922 and ASTM D 301.

D. A minimum of three tests will be taken for each 1000 linear feet per lane of roadway.

E. If tests indicate work does not meet specified compaction requirements, recondition, re-compact, and retest at no additional cost to the Owner.

3.08 PROTECTION

A. Prevent erosion at all times. Maintain ditches and cut temporary swales to allow natural drainage in order to avoid damage to roadway. Do not allow water to pond.

B. Distribute construction traffic evenly over compacted areas, where practical, to aid in obtaining uniform compaction. Protect exposed areas having high moisture content from wheel loads that cause rutting.

C. Maintain excavation and embankment areas until start of subsequent work. Repair and re-compact slides, washouts, settlements, or areas with loss of density.

END OF SECTION

Section 02330

EMBANKMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Construction of embankments with excess excavated material and borrow.

1.02 MEASUREMENT AND PAYMENT – NOT USED

1.03 REFERENCES

A. ASTM D 698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3)).

B. ASTM D 2922 – Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

C. ASTM D 3017 – Standard Test Method for Water content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

PART 2 PRODUCTS

2.01 MATERIALS

A. Refer to Section 02315 – Roadway Excavation for acceptable excess materials from roadway excavation.

B. Refer to Section 02320 –Utility Backfill Materials for acceptable excess materials from utility excavation and trenching.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify borrow and excess excavated materials to be reused are approved.

B. Verify removals and clearing and grubbing operations have been completed.

3.02 PREPARATION

A. Backfill tests pits, stump holes, small swales and other surface irregularities. Backfill and compact in designated lift depths to requirements for embankment compaction.

B. Record location and plug and fill inactive water and oil wells. Conform to Texas State Health Department, Texas Commission on Environmental Quality and Texas Railroad Commission requirements. Notify Project Manager prior to plugging wells.

C. Excavate and dispose of unsuitable soil and other unsuitable materials which will not consolidate. Backfill and compact to requirements for embankment. Unsuitable soil is defined in Section 02316 – Excavation and Backfill Around Structures and Section 02320 – Utility Backfill Materials.

D. Backfill new utilities below future grade. Conform to requirements of each respective section.

3.03 PROTECTION

A. Protect trees, shrubs, lawns, existing structures, and other features outside of embankment limits.

B. Protect utilities above and below grade, which are to remain.

C. Conform to protection requirements of Section 02315 – Roadway Excavation.

3.04 PLACING EMBANKMENT

A. Do not conduct placement operations during inclement weather or when existing ground or fill materials exceed 3 percent of optimum moisture content. Contractor may manipulate wet material to facilitate drying, by disking or windrowing.

B. Do not place embankment fill until density and moisture content of previously placed material comply with the specified requirements.

C. Scarify areas to be filled to minimum depth of 4 inches to bond existing and new materials. Mix with first fill layer.

D. Spread fill material evenly, from dumped piles or windrows, into horizontal layers approximately parallel to finished grade. Place to meet specified compacted thickness. Break clods and lumps and mix materials by blading, harrowing, disking or other approved method. Extend each layer across full width of fill.

E. Each layer shall be homogenous and contain uniform moisture content before compaction. Mix dissimilar abutting materials to prevent abrupt changes in composition of fill.

F. Layers shall not exceed the following compacted thickness:

1. Areas indicated to be under future paving or shoulders, to be constructed within 6 months: 6 inches when compacted with pneumatic rollers, or 8 inches when compacted with other rollers.

2. Other areas: 12 inches

G. For steep slopes, cut benches into slope and scarify before placing fill. Place increasingly wider horizontal layers of specified depth to level of each bench.

H. Build embankment layers on back slopes, adjacent to existing roadbeds, to level of old roadbed. Scarify top of old roadbed to minimum depth of 4 inches and recompact with next fill layer.

I. Construct to lines and grades shown on Drawings.

J. Remove unsuitable material and excess soil not being used for embankment from site.

K. Maintain moisture content of embankment materials to attain required density.

L. Compact to following minimum densities at moisture content of optimum to 3 percent above optimum as determined by ASTM D 698, unless otherwise indicated on Drawings:

1. Areas under future paving and shoulders: Minimum density of 95 percent of maximum dry density.

2. Other areas: Minimum density of 90 percent of maximum dry density.

3.05 TOLERANCES

A. Top of Compacted Surface: Plus or minus 1/2 inch in cross section or 16 foot length.

3.06 FIELD QUALITY CONTROL

A. Compaction testing will be performed in accordance with ASTM D 698 or ASTM D 2922 and ASTM D 3017 under provisions of Testing Laboratory Services.

B. A minimum of three tests will be taken for each 1000 linear feet per lane of roadway or 500 square yards of embankment per lift.

C. If tests indicate work does not meet specified compaction requirements, recondition, recompact, and retest at no additional cost to the Owner.

END OF SECTION

Section 02233

CLEARING AND GRUBBING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Removing surface debris and rubbish.

B. Clearing site of plant life and grass.

C. Removing trees and shrubs.

D. Removing root system of trees and shrubs.

1.02 MEASUREMENT AND PAYMENT – NOT USED

1.03 REGULATORY REQUIREMENTS – Not Used

1.04 SUBMITTALS – NOT USED

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PREPARATION

A. Verify that existing plant life and features designated to remain are identified and tagged. Submit preconstruction photographs.

3.02 PROTECTION

A. Protect the following from damage or displacement:

1. Living trees located 3 feet or more outside of the intersection of side slopes and original ground line.

2. Plants other than trees and landscape features designated to remain.

3. Utilities designated to remain.

4. Bench marks, monuments, and existing structures designated to remain.

3.03 CLEARING

A. Remove stumps, main root ball, and root system to:

1. A depth of 24 inches below the finished subgrade elevation in the area bounded by lines two feet behind back of curbs.

2. A depth of 24 inches below the finished surface of the required cross section for other areas.

B. Clear undergrowth and deadwood without disturbing subsoil.

C. Remove vegetation from top soil scheduled for reuse.

3.04 REMOVAL

A. Remove debris, rubbish, and extracted plant material life from the site.

END OF SECTION

Section 02238

REMOVAL OF CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

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 and curb-and-gutter combinations.
2. Concrete Slabs will include, but not be limited to, patio slabs, porch slabs, foundation 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. Miscellaneous Concrete shall include, but not be limited to, manholes, inlets, junction boxes and headwalls, as indicated by the plans or the Engineer.

1.02 MEASUREMENT AND PAYMENT

A. Unit Price.

1. Measurement:
   a. Concrete curb and concrete wall, when 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.
2. 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.

B. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.

PART 2 PRODUCTS

2.01 MORTAR

A. Mortar, for repair of existing concrete structures, shall conform to the requirements thereof in Section 3300 - 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 in accordance with this manual and disposed of at a permitted disposal site by the Contractor.

B. Where only a portion of the existing concrete is to be removed and the remaining portion is to continue to serve its purpose, care shall be exercised to avoid damage to the portion that will remain in place.

C. The existing concrete shall be cut along 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 the 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. The remaining concrete shall be mortared to protect the reinforcing steel and provide a neat, clean appearance.

F. When applicable, 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 when reinforcement is encountered in the removed portions of structures to be modified.

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.

END OF SECTION

GENERAL NOTES AND STANDARD SPECIFICATIONS

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

FOR THE PURPOSE OF CONSTRING THIS PROPOSAL AND THE ATTACHED FORM OF CONTRACT, THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES, AS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON MARCH 1, 1993, HEREAFTER REFERRED TO ARE APPROVED AND INCORPORATED HEREIN BY REFERENCE FOR ALL PURPOSES BY HIDALGO COUNTY AS OFFICIAL SPECIFICATIONS, TOGETHER WITH AND TO BE MODIFIED BY THE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS ARE LISTED HEREIN:

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

ITEM 100	PREPARING ROW
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 506	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS
ITEM 530	DRIVEWAYS AND TURNOUTS

Item 100
Preparing Right of Way

1. DESCRIPTION

Prepare the right of way and designated easements for construction operations by removing and disposing of all obstructions when removal of such obstructions is not specifically shown on the plans to be paid by other Items.

2. CONSTRUCTION

Protect designated features on the right of way and prune trees and shrubs as directed. Do not park equipment, service equipment, store materials, or disturb the root area under the branches of trees designated for preservation. Treat cuts on trees with an approved tree wound dressing within 20 min. of making a pruning cut or otherwise causing damage to the tree when shown on the plans. Follow all local and state regulations when burning. Pile and burn brush at approved locations as directed. Coordinate work with state and federal authorities when working in state or national forests or parks. Test, remove, and dispose of hazardous materials in accordance with Article 6.10., "Hazardous Materials."

Clear areas shown on the plans of all obstructions, except those landscape features that are to be preserved. Such obstructions include remains of houses and other structures, foundations, floor slabs, concrete, brick, lumber, plaster, septic tank drain fields, basements, abandoned utility pipes or conduits, equipment, fences, retaining walls, and other items as specified on the plans. Remove vegetation and other landscape features not designated for preservation, curb and gutter, driveways, paved parking areas, miscellaneous stone, sidewalks, drainage structures, manholes, inlets, abandoned railroad tracks, scrap iron, and debris, whether above or below ground. Removal of live utility facilities is not included in this Item. Remove culverts, storm sewers, manholes, and inlets in proper sequence to maintain traffic and drainage.

Notify the Engineer in writing when items not shown on the plans and not reasonably detectable (buried with no obvious indication of presence) are encountered and required to be removed. These items will be handled in accordance with Article 4.5., "Differing Site Conditions."

Remove obstructions not designated for preservation to 2 ft. below natural ground in areas receiving embankment. Remove obstructions to 2 ft. below the excavation level in areas to be excavated. Remove obstructions to 1 ft. below natural ground in all other areas. Cut trees and stumps off to ground level when allowed by the plans or directed. Plug the remaining ends of abandoned underground structures over 3 in. in diameter with concrete to form a tight closure. Backfill, compact, and restore areas where obstructions have been removed unless otherwise directed. Use approved material for backfilling. Dispose of wells in accordance with Item 103, "Disposal of Wells."

Accept ownership, unless otherwise directed, and dispose of removed materials and debris at locations off the right of way in accordance with local, state, and federal requirements.

3. MEASUREMENT

This Item will be measured by the acre; by the 100-ft. station, regardless of the width of the right of way; or by each tree removed.

4. PAYMENT

For "acre" and "station" measurement, the work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Preparing Right of Way." For "each"

measurement, the work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Preparing Right of Way (Tree)" of the diameter specified. This price is full compensation for pruning of designated trees and shrubs; removal and disposal of structures and obstructions; backfilling of holes; furnishing and placing concrete for plugs; and equipment, labor, tools, and incidentals.

Total payment of this Item will not exceed 10% of the original contract amount until final acceptance. The remainder will be paid on the estimate after the final acceptance under Article 5.12., "Final Acceptance."

Item 502
Barricades, Signs, and Traffic Handling

1. DESCRIPTION

Provide, install, move, replace, maintain, clean, and remove all traffic control devices shown on the plans and as directed.

2. CONSTRUCTION

Comply with the requirements of Article 7.2., "Safety".

Implement the traffic control plan (TCP) shown on the plans.

Install traffic control devices straight and plumb. Make changes to the TCP only as approved. Minor adjustments to meet field conditions are allowed.

Submit Contractor-proposed TCP changes, signed and sealed by a licensed professional engineer, for approval. The Engineer may develop, sign, and seal Contractor-proposed changes. Changes must conform to guidelines established in the TMUTCD using approved products from the Department's Compliant Work Zone Traffic Control Device List.

Maintain traffic control devices by taking corrective action when notified. Corrective actions include, but are not limited to, cleaning, replacing, straightening, covering, and removing devices. Maintain the devices such that they are properly positioned and spaced, legible, and have retroreflective characteristics that meet requirements day or night and in all weather conditions.

The Engineer may authorize or direct in writing the removal or relocation of project limit advance warning signs. When project limit advance warning signs are removed before final acceptance, provide traffic control in accordance with the TMUTCD for minor operations as approved.

Remove all traffic control devices upon completion of the work as shown on the plans or as directed.

3. MEASUREMENT

Barricades, Signs, and Traffic Handling will be measured by the month. Law enforcement personnelwith patrol vehicles will be measured by the hour for each person.

4. PAYMENT

4.1. **Barricades, Signs, and Traffic Handling.** Except for Contracts with callout work and work orders, the work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Barricades, Signs, and Traffic Handling." This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Barricades, Signs, and Traffic Handling." This price is

full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

When the plans establish pay items for particular work in the TCP, that work will be measured and paid under pertinent Items.

4.1.1. **Initiation of Payment.** Payment for this Item will begin on the first estimate after barricades, signs, and traffic handling devices have been installed in accordance with the TCP and construction has begun.

4.1.2. **Paid Months.** Monthly payment will be made each succeeding month for this Item provided the barricades, signs, and traffic handling devices have been installed and maintained in accordance with the TCP until the Contract amount has been paid.

If, within the time frame established by the Engineer, the Contractor fails to provide or properly maintain signs and barricades in compliance with the Contract requirements, as determined by the Engineer, the Contractor will be considered in noncompliance with this Item. No payment will be made for the months in question, and the total final payment quantity will be reduced by the number of months the Contractor was in noncompliance.

4.1.3. **Maximum Total Payment Before Acceptance.** The total payment for this Item will not exceed 10% of the total Contract amount before final acceptance in accordance with Article 5.12., "Final Acceptance." The remaining balance will be paid in accordance with Section 502.4.5., "Balance Due."

4.1.4. **Total Payment Quantity.** The quantity paid under this Item will not exceed the total quantity shown on the plans except as modified by change order and as adjusted by Section 502.4.2., "Paid Months." An overrun of the plans quantity for this Item will not be allowed for approving designs; testing; material shortages; closed construction seasons; curing periods; establishment, performance, test, and maintenance periods; failure to complete the work in the number of months allotted; nor delays caused directly or indirectly by requirements of the Contract.

4.1.5. **Balance Due.** The remaining unpaid months of barricades less non-compliance months will be paid on final acceptance of the project, if all work is complete and accepted in accordance with Article 5.12., "Final Acceptance."

4.1.6. **Contracts with Callout Work and Work Orders.** The work performed and the materials furnished with this Item and measured as provided under "Measurement," will be considered subsidiary to pertinent Items, except for federally funded Contracts.

4.2. **Law Enforcement Personnel.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement," will be paid by Contractor force account for "Law Enforcement Personnel." This price is full compensation for furnishing all labor, materials, supplies, equipment, patrol vehicle, fees, and incidentals necessary to complete the work as directed.

Item 506

Temporary Erosion, Sedimentation, and Environmental Controls

1. DESCRIPTION

Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) on the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000. Control measures are defined as Best Management Practices used to prevent or reduce the discharge of pollutants. Control measures include, but are not limited to, rock filter dams, temporary pipe slope drains, temporary paved flumes, construction exits, earthwork for erosion control, pipe, construction perimeter fence, sandbags, temporary sediment control fence, biodegradable erosion control logs, vertical tracking, temporary or permanent seeding, and other measures. Erosion and sediment control devices must be selected from the *Erosion Control Approved Products* or *Sediment Control Approved Products* lists. Perform work in a manner to prevent degradation of receiving waters, facilitate project construction, and comply with applicable federal, state, and local regulations. Ensure the installation and maintenance of control measures is performed in accordance with the manufacturer's or designer's specifications.

Provide the Contractor Certification of Compliance before performing SWP3 or soil disturbing activities. By signing the Contractor Certification of Compliance, the Contractor certifies they have read and understand the requirements applicable to this project pertaining to the SWP3, the plans, and the TPDES General Permit TXR150000. The Contractor is responsible for any penalties associated with non-performance of installation or maintenance activities required for compliance. Ensure the most current version of the certificate is executed for this project.

2. MATERIALS

Furnish materials in accordance with the following:

- Item 161, "Compost"
- Item 432, "Riprap"
- Item 556, "Pipe Underdrains"

2.1. Rock Filter Dams.

2.1.1. Aggregate. Furnish aggregate with approved hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding. 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.

2.1.2. 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 × 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.

2.1.3. Sandbag Material. Furnish sandbags meeting Section 506.2.8., "Sandbags," except that any gradation of aggregate may be used to fill the sandbags.

2.2. **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."

2.3. **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.

2.4. **Construction Exits.** Provide materials that meet the details shown on the plans and this Section.

2.4.1. **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. Use 2- to 4-in. aggregate for Type 3.

2.4.2. **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. Provide plywood or pressed wafer board at least 1/2 in. thick for short-term exits.

2.4.3. **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.

2.5. **Embankment for Erosion Control.** Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

2.6. **Pipe.** Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.

2.7. **Construction Perimeter Fence.**

2.7.1. **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 nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 0.5 lb. per foot.

2.7.2. **Fence.** Provide orange construction fencing as approved.

2.7.3. **Fence Wire.** Provide 11 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.

2.7.4. **Flagging.** Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.

2.7.5. **Staples.** Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.

2.7.6. **Used Materials.** Previously used materials meeting the applicable requirements may be used if approved.

2.8. **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 Size	Retained (% by Weight)
#4	Maximum 3%
#100	Minimum 80%
#200	Minimum 95%

Aggregate may be used instead of sand for situations where sandbags are not adjacent to traffic. The aggregate size must not exceed 3/8 in.

2.9. **Temporary Sediment Control Fence.** Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.

2.9.1. **Fabric.** Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."

2.9.2. **Posts.** Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Furnish soft wood posts at least 3 in. in diameter, or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/2 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.3 lb. per foot.

2.9.3. **Net Reinforcement.** Provide net reinforcement of at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 × 4 in., at least 24 in. wide, unless otherwise shown on the plans.

2.9.4. **Staples.** Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.

2.9.5. **Used Materials.** Use recycled material meeting the applicable requirements if approved.

2.10. **Biodegradable Erosion Control Logs.**

2.10.1. **Core Material.** Furnish core material that is biodegradable or recyclable. Use compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material unless specifically called out on the plans. Permit no more than 5% of the material to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."

2.10.2. **Containment Mesh.** Furnish containment mesh that is 100% biodegradable, photodegradable, or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.

Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.

Furnish recyclable containment mesh for temporary installations.

2.10.3. **Size.** Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

3. QUALIFICATIONS, TRAINING, AND EMPLOYEE REQUIREMENTS

3.1. **Contractor Responsible Person Environmental (CRPE) Qualifications and Responsibilities.** Provide and designate in writing at the preconstruction conference a CRPE and alternate CRPEwho have overall responsibility for the storm water management program. The CRPE will implement storm water and erosion control practices; will oversee and observe storm water control measure monitoring and management; will monitor the project site daily and produce daily monitoring reports as long as there are BMPs in place or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES General Permit TXR150000. During time suspensions when work is not occurring or on contract non-work days, daily inspections are not required unless a rain event has occurred. The CRPE will provide recommendations on

how to improve the effectiveness of control measures. Attend the Department's preconstruction conference for the project. Ensure training is completed as identified in Section 506.3.3., "Training," by all applicable personnel before employees work on the project. Document and submit a list, signed by the CRPE, of all applicable Contractor and subcontractor employees who have completed the training. Include the employee's name, the training course name, and date the employee completed the training. Provide the most current list at the preconstruction conference or before SWP3 or soil disturbing activities. Update the list as needed and provide the updated list when updated.

3.2. **Contractor Superintendent Qualifications and Responsibilities.** Provide a superintendent that is competent, has experience with and knowledge of storm water management, and is knowledgeable of the requirements and the conditions of the TPDES General Permit TXR150000. The superintendent will manage and oversee the day to day operations and activities at the project site; work with the CRPE to provide effective storm water management at the project site; represent and act on behalf of the Contractor; and attend the Department's preconstruction conference for the project.

3.3. **Training.** All Contractor and subcontractor employees involved in soil disturbing activities, small or large structures, storm water control measures, and seeding activities must complete training as prescribed by the Department.

4. CONSTRUCTION

4.1. **Contractor Responsibilities.** Implement the SWP3 for the project site in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed. Coordinate storm water management with all other work on the project. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

4.2. **Implementation.** The CRPE, or alternate CRPE, must be accessible by phone and able to respond to project-related storm water management or other environmental emergencies 24 hr. per day.

4.2.1. **Commencement.** Implement the SWP3 as shown and as directed. Contractor-proposed recommendations for changes will be allowed as approved. Conform to the established guidelines in the TPDES General Permit TXR150000 to make changes. Do not implement changes until approval has been received and changes have been incorporated into the plans. Minor adjustments to meet field conditions are allowed and will be recorded in the SWP3.

4.2.2. **Phasing.** Implement control measures before the commencement of activities that result in soil disturbance. Phase and minimize the soil disturbance to the areas shown on the plans. Coordinate temporary control measures with permanent control measures and all other work activities on the project to assure economical, effective, safe, and continuous water pollution prevention. Provide control measures that are appropriate to the construction means, methods, and sequencing allowed by the Contract. Exercise precaution throughout the life of the project to prevent pollution of ground waters and surface waters. Schedule and perform clearing and grubbing operations so that stabilization measures will follow immediately thereafter if project conditions permit. Bring all grading sections to final grade as soon as possible and implement temporary and permanent control measures at the earliest time possible. Implement temporary control measures when required by the TPDES General Permit TXR150000 or otherwise necessitated by project conditions.

Do not prolong final grading and shaping. Preserve vegetation where possible throughout the project, and minimize clearing, grubbing, and excavation within stream banks, bed, and approach sections.

4.3. **General.**

4.3.1. **Temporary Alterations or Control Measure Removal.** Altering or removal of control measures is allowed when control measures are restored within the same working day.

4.3.2. **Stabilization.** Initiate stabilization for disturbed areas no more than 14 days after the construction activities in that portion of the site have temporarily or permanently ceased. Establish a uniform vegetative cover or use another stabilization practice in accordance with the TPDES General Permit TXR150000.

4.3.3. **Finished Work.** Remove and dispose of all temporary control measures upon acceptance of vegetative cover or other stabilization practice unless otherwise directed. Complete soil disturbing activities and establish a uniform perennial vegetative cover. A project will not be considered for acceptance until a vegetative cover of 70% density of existing adjacent undisturbed areas is obtained or equivalent permanent stabilization is obtained in accordance with the TPDES General Permit TXR150000. An exception will be allowed in arid areas as defined in the TPDES General Permit TXR150000.

4.3.4. **Restricted Activities and Required Precautions.** Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on-site to prevent actual or potential water pollution. Manage, control, and dispose of litter on-site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Use appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e., dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

4.4. **Installation, Maintenance, and Removal Work.** Perform work in accordance with the SWP3, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until soil disturbing activities are completed and permanent erosion control features are in place or the disturbed area has been adequately stabilized as approved.

The Department will inspect and document the condition of the control measures at the frequency shown on the plans and will provide the Construction SWP3 Field Inspection and Maintenance Reports to the Contractor. Make corrections as soon as possible before the next anticipated rain event or within 7 calendar days after being able to enter the worksite for each control measure. The only acceptable reason for not accomplishing the corrections with the time frame specified is when site conditions are "Too Wet to Work." Take immediate action if a correction is deemed critical as directed. When corrections are not made within the established time frame, all work will cease on the project and time charges will continue while the control measures are brought into compliance. Commence work once the Engineer reviews and documents the project is in compliance. Commencing work does not release the Contractor of the liability for noncompliance of the SWP3, plans, or TPDES General Permit TXR150000.

The Engineer may limit the disturbed area if the Contractor cannot control soil erosion and sedimentation resulting from the Contractor's operations. Implement additional controls as directed.

Remove devices upon approval or as directed. Finish-grade and dress the area upon removal. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. Materials removed are considered consumed by the project. Retain ownership of stockpiled material and remove it from the project when new installations or replacements are no longer required.

4.4.1. **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.

Place the aggregate to the lines, height, and slopes specified, without undue voids for Types 1, 2, 3, and 5. 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 for Types 2 and 3, 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:

4.4.1.1. **Type 1 (Non-Reinforced).**

- **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.
- **Top Width.** At least 2 ft.
- **Slopes.** No steeper than 2:1.

4.4.1.2. **Type 2 (Reinforced).**

- **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.
- **Top Width.** At least 2 ft.
- **Slopes.** No steeper than 2:1.

4.4.1.3. **Type 3 (Reinforced).**

- **Height.** At least 36 in. measured vertically from existing ground to top of filter dam.
- **Top Width.** At least 2 ft.
- **Slopes.** No steeper than 2:1.

4.4.1.4. **Type 4 (Sack Gabions).** Unfold sack gabions and smooth out kinks and bends. Connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing for vertical filling. Pull the end lacing rod at one end until tight, wrap around the end, and twist 4 times. Fill with stone at the filling end, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.

Place the sack flat in a filling trough, fill with stone, connect sides, and secure ends as described above for horizontal filling.

Lift and place without damaging the gabion. Shape sack gabions to existing contours.

4.4.1.5. **Type 5.** Provide rock filter dams as shown on the plans.

4.4.2. **Temporary Pipe Slope Drains.** Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.

4.4.3. **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.

4.4.4. **Construction Exits.** 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 when tracking conditions exist. Construct exits for either long- or short-term use.

4.4.4.1. **Long-Term.** Place the exit over a foundation course as required. 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.

4.4.4.1.1. **Type 1.** Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

4.4.4.1.2. **Type 2.** Construct using railroad ties and timbers as shown on the plans or as directed.

4.4.4.2. **Short-Term.**

4.4.4.2.1. **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.

4.4.4.2.2. **Type 4.** Construct as shown on the plans or as directed.

4.4.5. **Earthwork for Erosion Control.** Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

4.4.5.1. **Excavation and Embankment for Erosion Control Features.** Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

Create a sediment basin, where required, 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.

4.4.5.2. **Excavation of Sediment and Debris.** Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

4.4.6. **Construction Perimeter Fence.** Construct, align, and locate fencing as shown on the plans or as directed.

4.4.6.1. **Installation of Posts.** Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

4.4.6.2. **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.

4.4.6.3. **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.

4.4.7. **Sandbags for Erosion Control.** Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

4.4.8. **Temporary Sediment-Control Fence.** Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

4.4.8.1. **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 runoff source.

4.4.8.2. **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 × 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.

4.4.8.3. **Fabric and Net Reinforcement Attachment.** Attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced unless otherwise shown on the plans. Sewn

vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

4.4.8.4. **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 on 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.

4.4.9. **Biodegradable Erosion Control Logs.** Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align, and locate the biodegradable erosion control logs as specified below, as shown on the plans, or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and as approved, such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

4.4.10. **Vertical Tracking.** Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of 12 in. long × 2 to 4 in. wide × 1/2 to 2 in. deep. Do not exceed 12 in. between track impressions. Install continuous linear track impressions where the 12 in. length impressions are perpendicular to the slope. Vertical tracking is required on projects where soil disturbing activities have occurred unless otherwise approved.

4.5. **Monitoring and Documentation.** Monitor the control measures on a daily basis as long as there are BMPs in place and/or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES General Permit TXR150000. During time suspensions when work is not occurring or contract non-work days, daily inspections are not required unless a rain event has occurred. Monitoring will consist of, but is not limited to, observing, inspecting, and documenting site locations with control measures and discharge points to provide maintenance and inspection of controls as described in the SWP3. Keep written records of daily monitoring. Document in the daily monitoring report the control measure condition, the date of inspection, required corrective actions, responsible person for making the corrections, and the date corrective actions were completed. Maintain records of all monitoring reports at the project site or at an approved place. Provide copies within 7 days. Together, the CRPE and an Engineer's representative will complete the Construction Stage Gate Checklist on a periodic basis as directed.

5. MEASUREMENT

5.1. **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.

5.1.1. **Linear Measurement.** When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

5.1.2. **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.

5.1.2.1. **Installation.** Measurement will be made in final position.

5.1.2.2. **Removal.** Measurement will be made at the point of removal.

5.2. **Temporary Pipe Slope Drains.** Temporary pipe slope drains will be measured by the foot.

5.3. **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.

5.4. **Construction Exits.** Construction exits will be measured by the square yard of surface area.

5.5. **Earthwork for Erosion and Sediment Control.**

5.5.1. **Equipment and Labor Measurement.** Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.

5.5.2. **Volume Measurement.**

5.5.2.1. **In Place.**

5.5.2.1.1. **Excavation.** Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

5.5.2.1.2. **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.

5.5.2.2. **In Vehicles.** Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicle)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

5.6. **Construction Perimeter Fence.** Construction perimeter fence will be measured by the foot.

5.7. **Sandbags for Erosion Control.** Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

5.8. **Temporary Sediment-Control Fence.** Installation or removal of temporary sediment-control fence will be measured by the foot.

5.9. **Biodegradable Erosion Control Logs.** Installation or removal of biodegradable erosion control logs will be measured by the foot along the centerline of the top of the control logs.

5.10. **Vertical Tracking.** Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

6. PAYMENT

The following will not be paid for directly but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter, unless a separate pay item is shown on the plans;
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;

- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and
- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

Stabilization of disturbed areas will be paid for under pertinent Items except vertical tacking which is subsidiary.

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.

6.1. **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:

6.1.1. **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.

6.1.2. **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.

6.2. **Temporary Pipe Slope Drains.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

6.3. **Temporary Paved Flumes.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Engineer directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

6.4. **Construction Exits.** Contractor-required construction exits from off right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Department will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Engineer directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under "Earthwork for Erosion and Sediment Control."

6.5. **Earthwork for Erosion and Sediment Control.**

6.5.1. **Initial Earthwork for Erosion and Sediment Control.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Excavation (Erosion and Sediment Control, In Vehicle)," "Embankment (Erosion and Sediment Control, (In Vehicle)," or "Earthwork (Erosion and Sediment Control, In Vehicle)."

This price is full compensation for excavation and embankment including hauling, disposal of material not used elsewhere on the project; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Sprinkling and rolling required by this Item will not be paid for directly but will be subsidiary to this Item.

6.5.2. **Maintenance Earthwork for Erosion and Sediment Control for Cleaning and Restoring Control Measures.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid under a Contractor Force Account Item from invoice provided to the Engineer.

This price is full compensation for excavation, embankment, and re-grading including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Earthwork needed to remove and obliterate 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.

6.6. **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.

6.7. **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.

6.8. **Temporary Sediment-Control Fence.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

6.8.1. **Installation.** Installation will be paid for as "Temporary Sediment-Control Fence (Install)." This price is full compensation for furnishing and operating equipment finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.8.2. **Removal.** Removal will be paid for as "Temporary Sediment-Control Fence (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

6.9. **Biodegradable Erosion Control Logs.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

6.9.1. **Installation.** Installation will be paid for as "Biodegradable Erosion Control Logs (Install)" of the size specified. This price is full compensation for furnishing and operating equipment finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.

6.9.2. **Removal.** Removal will be paid for as "Biodegradable Erosion Control Logs (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

6.10. **Vertical Tracking.** Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

Item 530
Intersections, Driveways, and Turnouts

1. DESCRIPTION

Construct and pave intersections, driveways, and turnouts. Pave existing intersections, driveways, and turnouts.

Intersections are considered to be areas off the travel lanes and shoulders of the Contract highway on the intersecting highway on the state system. The intersecting on-system highway work will be paid for under this Item only when shown on the plans.

Driveways are defined as private (residential or commercial) and public (county road and city street) access areas off the travel lanes and shoulders.

Turnouts include but are not limited to mailbox and litter barrel widenings.

2. MATERIALS

Furnish materials that meet the following:

- Item 247, "Flexible Base"
- Item 260, "Lime Treatment (Road-Mixed)"
- Item 263, "Lime Treatment (Plant-Mixed)"
- Item 275, "Cement Treatment (Road-Mixed)"
- Item 276, "Cement Treatment (Plant-Mixed)"
- Item 292, "Asphalt Treatment (Plant-Mixed)"
- Item 316, "Seal Coat"
- Item 330, "Limestone Rock Asphalt Pavement"
- Item 334, "Hot-Mix Cold-Laid Asphalt Concrete Pavement"
- Item 340, "Dense-Graded Hot-Mix Asphalt (Small Quantity)"
- Item 360, "Concrete Pavement"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcement for Concrete"

3. CONSTRUCTION

Construct and pave intersections, driveways, and turnouts, and pave existing intersections, driveways, and turnouts as shown on the plans or as directed. Place materials in accordance with construction Articles of pertinent Items. Provide uninterrupted access to adjacent property unless otherwise directed. Ensure that abrupt elevation changes in driveway or turnout areas that serve as sidewalks do not exceed 1/4 in. and that the sidewalk area cross slope does not exceed 2%. Ready-mix concrete and hand finishing will be permitted when concrete pavement is specified unless otherwise shown on the plans for intersections.

4. MEASUREMENT

This Item will be measured by the square yard of the final pavement surface.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Intersections," "Driveways," "Turnouts," "Intersections, Driveways, and Turnouts," or "Driveways and Turnouts" of the surface specified.

This price is full compensation for furnishing and operating equipment; excavation and embankment; base and pavement materials; and labor, materials, tools and incidentals. Drainage structures will be measured and paid for in accordance with the pertinent bid items.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the _____ day of _____, 20_____.

_____

Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the

wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is

entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Exhibit E-L

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

OMB No.: 1215-0149
Expires: 03/31/2006

PAYROLL NO | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITHHOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
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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

Contract Time Statement

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE

General Decision Number: TX150008 01/02/2015 TX8

Superseded General Decision Number: TX20140008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving & Structures)	$ 12.46	
FORM BUILDER/FORM SETTER		
(Structures)	$ 12.30	
FORM SETTER (Paving & Curb)	$ 12.16	
LABORER		
Asphalt Raker	$ 10.61	
Flagger	$ 9.10	
Laborer, Common	$ 9.86	
Laborer, Utility	$ 11.53	
Pipelayer	$ 11.87	
Work Zone Barricade		
Servicer	$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor	$ 13.48	
Asphalt Paving Machine	$ 12.25	
Broom or Sweeper	$ 10.33	
Crane, Lattice Boom 80		
Tons or Less	$ 14.39	
Crawler Tractor	$ 16.63	

Excavator, 50,000 lbs or less.....$ 12.56

Excavator, over 50,000 lbs..$ 15.23

Foundation Drill, Truck Mounted.....$ 16.86

Front End Loader Operator, Over 3 CY.....$ 13.69

Front End Loader, 3 CY or less.....$ 13.49

Loader/Backhoe.....$ 12.77

Mechanic.....$ 15.47

Milling Machine.....$ 14.64

Motor Grader Operator, Rough.....$ 14.62

Motor Grader, Fine Grade....$ 16.52

Scraper.....$ 11.07

Servicer.....$ 12.34

Steel Worker (Reinforcing).....$ 14.07

TRUCK DRIVER

Lowboy-Float.....$ 13.63

Single Axle.....$ 10.82

Single or Tandem Axle Dump..$ 14.53

Tandem Axle Tractor with Semi Trailer.....$ 12.12

WELDER.....$ 14.02

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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

Border Colonia Access Program
Checklist for Documentation Required for Road Construction

Contractor: _____

Contract Amount: _____

Project/Precinct: _____

Owner's Contract No.: _____

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	PAYMENT REQUESTS, INCLUDING FINAL:			
8	Application and Cerification of Payment (A)			
9	Schedule of Values a/k/a 1257/1258			
10	Estimate Quantity Update Worksheet			
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

CHANGE ORDER NUMBER ONE(1)

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00	Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00	Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00	Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00 — Net % increase(decrease)from original contract price. #DIV/0! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Enigineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Exhibit E-B

APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	_____
2. Net change by Change Order and Written Agreements(+or-):	_____
3. Current Contract Price (1 plus 2):	_____
4. Total completed and stored to date:	_____
5. Retainage (per Agreement):	
10% of completed Work: _____	
_____ of stored material _____	
Total Retainage:	_____
6. Total completed and stored to date less retainage (4 minus 5)	_____
7. Less previous Application for Payments:	_____
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	_____

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

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: _____

Exhibit E-C

Estimate Quantity Update Worksheet Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1.000	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	$28.00	$2,128.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	$2.00	$2,072.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	$6,000.00	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	$3,000.00	$23,400.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	$6.00	$7,666.80	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	$6.00	$1,480.20	0.000	0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	$7.50	$4,500.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000	$300.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY F)	EA	2.000	$500.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	$100.00	$400.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	$0.25	$100.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	$0.25	$35.00	0.000	0	$0.00		0	$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$3.00	$210.00	0.000	0	$0.00		0	$0.00		0	0.00
							0			0	$0.00		0	0.00
	(906) DRAINAGE													
464	RC PIPE (CL III)(18")	LF	404.000	$25.00	$10,100.00	0.000	0	$0.00		0	$0.00		0	0.00
464	RC PIPE (CL III)(24")	LF	120.000	$30.00	$3,600.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY A)	EA	2.000	$2,000.00	$4,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET (COMPL)(TY C)	EA	2.000	$1,500.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	MANH (COMPL)(TYM)	EA	1.000	$2,000.00	$2,000.00	0.000	0	$0.00		0	$0.00		0	0.00
465	INLET EXT.	EA	2.000	$700.00	$1,400.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(18")(RCP)(1:6)	EA	4.000	$550.00	$2,200.00	0.000	0	$0.00		0	$0.00		0	0.00
467	SET (TY II)(24")(RCP)(1:6)	EA	1.000	$650.00	$650.00	0.000	0	$0.00		0	$0.00		0	0.00

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By:

Signature: _____ Date: _____

Printed Name:

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Exhibit E-E

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
TOTALS		0	0	

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ _____ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE _____

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

Test Report Table

					Contractor Name				
					CSJ#	CSJ#	CSJ#	CSJ#	CSJ#
Material	**Test**	**Description**	**Required**	**Remarks**					
Subgrade	Tex-101-E Part III	Pulverization							
	Tex-113	Moist. Density Curve							
	Tex-115-E	In-place Density							
		Thickness							
		Proof Roll							
Flex Base	Tex-101-E	Preparing Soils and Flex Bases							
	Tex-104-E	Determining Liquid Limit of Soils							
	Tex-105-E	Determining Plastic Limit of Soils							
	Tex-106-E	Calculating the Plasticity Index							
	Tex-107-E	Linear Shrinkage							
	Tex-110-E	Particle Size Analysis							
	Tex-113-E	Moisture Density Relationship of Base Materials(includes Limed)							
	Tex-116-E	Wet Ball Mill Method Tex							
	Tex-117-E	Triaxial Compression for Base Material (includes Limed)							
	Tex-115-E	In-place Density							
		Thickness							
En-1	IAW ASTM 4609								
	Tex-103-E								
	Tex-114-E								
	TexDOT 121 E								
	ASTM D 4546								
	ASTM D 1587								
	Tex115-E								
Hot Mix	Tex-207-F	Determining Density of Compacted Bituminous Mixtures							
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures							
	Tex-210-F	Determining Asphalt Content of Bituminous Mixtures by Extraction							
	Tex-228-F	Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method							
	Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedure							
	Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures By the Ignition Method							
	Tex-207-E	Determining Density of Compacted Bituminous Mixtures							
	Tex-212-E	Determining Moisture Content of Bituminous Mixtures							
	Tex-213-E	Determining Hydrocarbon-Volatile Content of Bituminous Mixtures							
In-Place Density	Texas SDHPT Bullentin C-14								
	ASTM D-2950.76								
	AASHTO T-166								
Lime	Tex-600-J	Lime Testing Procedure		Waive testing if less than 50 Tons from a Pre-Approved Source					
Rcp		Three Edge Bearing Test		1 pipe for each 100 pipe					

ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe 7301 W. Exp. 83 Mission, TX 78572 (956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,
Raul Iglesias
Raul Iglesias, Manger

DRAFT

Exhibit E-H

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

Exhibit E-I

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form K

Exhibit E-K

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

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____ _____ is now due and payable.

_____
Engineer's Signature & License #

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

Exhibit E-M

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-J

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No. _____
Application Date: _____
Period To: _____
Engineer Firm _____

Summary

CSJ #	CSJ Name	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
	TOTALS:	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -

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 Rates	Original Schedule Value		Revised Rates	Value		First Month			Second Month			Third Month				Balance To Finish	
					Quan	Dollars		Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compl in Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	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	-	-	-	-	-		
		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	-	-	-	-	-		
		Total Drainage				-						-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

_____ Print Name

_____ Date

_____ Signature

Exhibit E-D

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 of 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.

Hidalgo County Precinct 1

Texas Department of Transportation

Your Tax Dollars at Work
Hidalgo County Pct 1

A.C. CUELLAR, Commissioner
Border Colonia Access Program

In Partnership with Texas Department of Transportation

Lorenzana Subdivision Paving Project

Hidalgo County Commissioner's Court

RAMON GARCIA	-	COUNTY JUDGE
A.C. CUELLAR	-	COMMISSIONER PCT #1
EDDIE CANTU	-	COMMISSIONER PCT #2
JOE M. FLORES	-	COMMISSIONER PCT #3
JOSEPH PALACIOS	-	COMMISSIONER PCT #4

Project Contractor: _____

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

April 7, 2015

RE:
ADDENDUM NO.1
FOR BID No.: CAP-XX-XXX-XX-XX-XXX
"ROAD & DRAINAGE CONSTRUCTION FOR LORENZANA SUBDIVISON FOR HIDALGO COUNTY PRECINCT ONE"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 3** in connection with **"HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM PRECINCT NO 1"** -request for bids for **"ROAD & DRAINAGE CONSTRUCTION OF LORENZANA".**

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice to us VIA FAX AT (956) 318-2629.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for **"HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM PRECINCT NO 1 - ROAD & DRAINAGE CONSTRUCTION OF LORENZANA".**

Thank you for your prompt attention to this matter.

BY: _____

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

MLS/lrm

ADDENDUM NO. 1

April 7, 2015

"HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM ROAD & DRAINAGE CONSTRUCTION FOR RENA RAE"
BID NO.: CAP-08-XXX-XX-XX-LRM
Bid Opening Date: May 20, 2015

PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 **BID OPENING DATE HAS CHANGED** BIDS WILL BE RECEIVED AND OPENED AT 9:30A.M. ON WEDNESDAY, May 27, 2015.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, October 3, 2005, for RFB- HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM ROAD & DRAINAGE CONSTRUCTION FOR RENA RAE.

_____ _____
Printed Bidder Name Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

SAMPLE

Certificate of Substantial Completion

PROJECT: **LORENZANA SUBDIVISION**

PROJECT NUMBER: **3C1080422**

OWNER: **HIDALGO COUNTY PRECINCT NO. 1**

CONTRACTOR:

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of Issuance.

_____	_____	_____
Engineer	By	Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $_____.

The Contractor will complete or correct the Work on the list of items attached hereto and complete the work by _____
Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at _____ a.m./p.m. on _____.
Date

_____	_____	_____
Owner	By	Date

Zimbra **yvette.salinas@co.hidalgo.tx.us**

Authority to Advertise - Lorenzana Subdivision

From : Marcie Jackson <marcie.jackson@co.hidalgo.tx.us> Fri, Jun 05, 2015 11:57 AM
Subject : Authority to Advertise - Lorenzana Subdivision 1 attachment
To : yvette islas <yvette.islas@co.hidalgo.tx.us>
Cc : John Paul Lugo <johnpaul.lugo@co.hidalgo.tx.us>

Yvette,

Please place the following item on CC agenda for Tuesday 09th June 2015:

Approval to advertise, 3rd Call Border Colonias Projects for Precinct 1: Lorenza Subdivision (CSJ:3C1080422);
Advertising Account: 5-1312-431-00-121-422-0-540 PO #724718
Project Engineer: LEFEVRE ENGINEERING & MANAGEMENT
Account: 5-1312-431-00-121-422-0-721/723

Respectively,

John Paul Lugo,
BCAP Executive Director
1902 Joe Stephens Ave. Ste. 101
Weslaco, Texas 78599
P-956.968.8733
F-956.973.7804

100% Signed Completed Plans Lorenzana Subdivision.pdf
5 MB

AI-50016 **Purchasing Department** **13. B.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of 60 day (grace period) extension of current contract for Hidalgo County - "Traffic Road Signs and Other Related Misc. Equipment" while procurement process is completed so as to have no lapse in service.

Original Contract # C-13-013-05-28
Extension # E-14-159-05-20

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This contract is utilized by various county departments.

Attachments

Backup Info for Agenda

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/05/2015 12:50 PM
Budget & Management	Veronica Ortiz	06/05/2015 01:26 PM
Glinda Pacheco	Glinda Pacheco	06/05/2015 01:51 PM
Auditor's Office	Monica Badillo	06/05/2015 04:46 PM
Form Started By: Heidi Ortiz		Started On: 06/05/2015 09:57 AM
Final Approval Date: 06/05/2015		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 1, 2015

Delta Specialties Supply
Attn: Martin Pena
10205 E. Hwy 107
Edinburg, TX. 78542

Via: Email: salcs@dcltasignsupply.com

Re: Sixty-Day Extension for "Traffic Road Signs & Other Related Misc. Equipment"
E-14-159-05-20

Dear Mr. Pena:

Hidalgo County Purchasing Department will be requesting Commissioners Court to consider the County's option to exercise the sixty (60) day extension as provided in the current contract (under the same rates, terms and conditions).

Please acknowledge receipt of this notice by signing and returning it by no later than **10:00 a.m., Friday, June 5, 2015,** via email to: heidi.ortiz@co.hidalgo.tx.us so as to meet the agenda request form deadlines. **Upon receipt of the signed extension,** I will proceed in securing placement on the agenda for Commissioners' Court meeting of **Tuesday, June 16, 2015** for discussion, consideration and action.

By: Martin Pena Date: 6-3-15

Additionally, we are requesting you provide updated certificates of insurance and license as required through Hidalgo County's Request for Bid, Quote, Proposal, and/or Statement of Qualifications.

It is our hope that we may continue a successful business relationship with your company. Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated.

Sincerely,

Martha L. Salazar
Hidalgo County Purchasing Agent

SPECIAL MEETING - May 20, 2014

BE IT REMEMBERED, that on thid 20th day of May A.D., 2014, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

May 20, 2014

AGENDA
CC REGULAR CONSENT
COMMISSIONERS' COURT
May 20, 2014
10:00 A.M.

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

NOTICE TO THE PUBLIC
CONSENT AGENDA

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

On motion by COMMISSIONER PCT.1, A.C. CUELLAR, JR. , seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval for the exception of Items 3.B, 10.B, 13.G, and 13.J.1 to be pulled for discussion.

Vote: 5 - 0 Unanimously

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

2. **2014 Intradepartmental transfers:**

A.	**AI-44601**	2014 - County Commissioners (1200)
B.	**AI-44595**	2014 - HIDTA / Justice Funds (1254)
C.	**AI-44548**	2014 - 139th District Court (1100)
D.	**AI-44305**	2014 - Health & Human Services Dept. / 1115 Waiver DSRIP (1100)
E.	**AI-44398**	2014 - Health & Human Services Dept. / T.B. Control (1293)
F.	**AI-44402**	2014 - Health & Human Services Dept. / Immunization (1293)
G.	**AI-44430**	2014 - Health & Human Services Dept. / RLSS (1293)
H.	**AI-44470**	2014 - Health & Human Services Dept. / T.B. Control (1293)

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

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

A.	**AI-44591**	Requesting authority to execute required scope of work for the purchase of 100 hours of remote technical support previously approved by CC consent agenda AI-43551 on 3/25/2014 for the County wide network through our membership/participation with (DIR) Department of Information Resources awarded vendor Calence, LLC dba Insight Networking DIR-SDD-1369. Previously approved by vendor with a County Purchase order.
B.	**AI-44592**	1. Requesting approval of payment for invoice # 11324809 in the amount of $120,278.88 submitted by L&G Consulting Engineers in connection to C-12-126-10-16 (PO# 700265) for the 10th Street Extension Project. 2. Requesting approval of payment for invoice # 11324803 in the amount of $39,698.61 submitted by L&G Consulting Engineers in connection to C-13-336-12-10 (PO# 703928) for the FM1925 Phase II project. 3. Requesting approval of payment for invoice # 11324816 in the amount of $12,785.00 submitted by L&G Consulting Engineers in connection to C-13-178-08-20 (PO# 696996) for the FM 2220 Ware Rd. Project.
C.	**AI-44569**	**I T-Information Technology Department:** Requesting authority to enter into a new 36-month (capital) lease copier agreement for a Ricoh Aficio MP C4503 through our membership/participation with (DIR) Department of Information Resources awarded vendor, RICOH USA, INC contract DIR-SDD-1674 through Requisition #254822 in the amount of $159.94/month-equipment, B/W impressions @ $17.25/month-service & color impressions @ $64.20/month-service with a total of $241.39/month, effective upon approval.
D.	**AI-44363**	Acceptance and approval to exercise the County's option to extend Contract #C-13-013-05-28 with Delta Specialties for the one (1) year option (final year) with the same rates, terms and conditions for the provision of " Traffic Road Signs & Misc. Equipment"-Hidalgo County.
E.	**AI-44380**	Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Judge Mario E. Ramirez, Jr. Juvenile Justice Center- "Drug Test Collection Services" -RFB NO.: 2014-120-00-00-MEG including the re-advertising of projects in the event no bids are received and/or are rejected and project is still required.

APPROVED

AI-44363 **Purchasing Department 15. 0.**

CC CONSENT

Meeting Date: 05/20/2014

Submitted For: Martha L. Salazar, CPPB, Purchasing Agent **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to exercise the County's option to extend Contract #C-13-013-05-28 with Delta Specialties for the one (1) year option (final year) with the same rates, terms and conditions for the provision of " Traffic Road Signs & Misc. Equipment"-Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Services are on an as need basis; different ob. codes.

Attachments

Extension notice and Contract documentation

Form Review

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

Form Started By: Vangie Garcia Started On: 05/02/2014 08:37 AM

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 8, 2014

Delta Specialties Signs & Supplies
Attn: Martin Pena
10205 E. Hwy. 107
Edinburg, Texas 78542

Via Email: sales@deltasignsupply.com

Re: Extension Of Service Contract No: C-13-013-05-28
"Traffic Road Signs & Miscellaneous Equipment"

Dear Mr. Pena:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' option to extend the one (1) year as provided under the Contract for Hidalgo County. Extension will be at the same rates, terms and conditions.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of **Tuesday, May 20, 2014** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **3:00 p.m., Monday, May 12, 2014 or sooner**, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: Martin Pena Date: 5-12-14

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification), if applicable.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

REQUIREMENTS AGREEMENT
C-13-013-05-28

THIS AGREEMENT (the "Agreement") is entered into as of the **28th** day, **May, 2013** by and between **Martin & Margarita Pena dba Delta Specialties Supply** ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Traffic Road Signs & Miscellaneous Equipment,"** as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Traffic Road Signs & Miscellaneous Equipment,"** in the areas of Hidalgo County projects for a period of one (1) year commencing **June 20, 2013,** and ending **June 19, 2014** and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law,

latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

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

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

If to Buyer:
Hidalgo County
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Seller:
Martin & Margarita Pena
d/b/a Delta Specialties Supply
10205 E. Hwy. 107
Edinburg, Texas 78542

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

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

l. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

m. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering

of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

HIDALGO COUNTY

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 5/28/13

ATTEST:
Arturo Guajardo, Jr. County Clerk

Company: **Martin & Margarita Pena**
d/b/a Delta Specialties Supply

By: Martin & Margarita Peña

Printed Name: _____

Title: Owner

Date: 5-29-13

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUES, LLP

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: 5/28/13

EXHIBIT "A"
REQUEST FOR BID (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

March 25, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY (All Funding Sources)**
Request for Bids -"Traffic Road Signs and Other Related Miscellaneous Equipment"
Bid No: 2013-013-04-10-SMA

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/sma
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY (All Funding Sources)
"Traffic Road Signs and Other Related Miscellaneous Equipment"
Bid No: 2013-013-04-10-SMA

Table of Contents

Item	Description	No. of Pages
1.	**Request for Bid Letter**	**1**
2.	**Request for Bid, Legal Notice**	**8**
3.	**Exhibit "A" Specifications**	**4**
4.	**Exhibit "B" Bid Page**	**17**
5.	**Exhibit "C" Insurance Requirements**	**4**
6.	**Exhibit "D" CIQ Conflict of Interest Questionnaire**	**1**
7.	**Vendor/Bidder Application and W-9 form**	**6**
8.	**Certification Regarding Debarment**	**1**
9.	**Draft Requirements Agreement**	**7**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to sandra.montalvo@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

March 25, 2013
Date

REQUEST FOR BIDS

HIDALGO COUNTY

(ALL FUNDING SOURCES)

"Traffic Road Signs and Other Related Miscellaneous Equipment"

RFB: 2013-013-04-10-SMA

BID OPENING DATE: April 10, 2013@ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539



956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources) TRAFFIC ROAD SIGNS AND OTHER RELATED MISC. EQUIPMENT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3)** copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2013-013-04-10-SMA- HIDALGO COUNTY(All Funding Sources)-"TRAFFIC ROAD SIGNS AND OTHER RELATED MISC. EQUIPMENT"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, April 10, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2013-013-04-10-SMA.**

   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 - **HIDALGO COUNTY(All Funding Sources) "TRAFFIC ROAD SIGNS AND OTHER RELATED MISC. EQUIPMENT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 South Highway 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**APRIL 10, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____,2013

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply

with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
(All Funding Sources)
"TRAFFIC ROAD SIGNS AND OTHER RELATED MISC. EQUIPMENT"

To: . Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 281 -New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Specifications/Requirements

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2013-013-04-13-SMA

SCOPE:

The County of Hidalgo is seeking sealed bids from qualified and interested vendor(s) for the fabrication of new, as well as, the re-facing of existing traffic-road signs, accessories and related supplies. All purchases will be on an **"As Needed Basis"**, there are no set quantities to be purchased.

SPECIFICATIONS/REQUIREMENTS:

a) Signs, traffic, metal (aluminum), reflective, to meet Texas Department of Transportation (TxDot) specification of Department of Maintenance and Safety (DMS) DMS-7110 Class 2, and to be of alloy 6061-T6-or 5052-H38 with holes punched and corners clipped in accordance with TxDOT standards, 0.80 GA (gauge) for signs up to 7.5 square feet, 0.100 for signs 7.5 square feet to 15 square feet, and 0.125 gauge for signs over 15 square feet. Reflective sheeting and screen inks to meet the requirements of Texas Department of Transportation specification DMS-8300. Non-reflective sheeting to meet the requirements of DMS-8320. All signs to conform to Manual of Uniform Traffic Control Devices (MCTCD), Texas Department of Transportation standards and Federal Highway standards.

b) All signs with blue, brown, green, orange, red and yellow backgrounds shall be fabricated with Type C (high specific intensity) reflective sheeting. White background signs shall be fabricated with Type A (engineer grade) reflective sheeting.

c) White legends and borders shall be White Type C (high specific intensity) reflective sheeting.

d) Reflective sheeting on signs, barricades will be either single faced (S/F) or double faced (D/F) and frames on one or two sides.

e) All other related supplies must comply with all applicable Texas Department of Transportation and Federal Highway standards.

f) All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

g) Type, dimension and color of signs (new and re-faced), accessories and supplies required are listed in **EXHIBIT "B". BID Prices will be on a unit price basis.**

h) Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.

i) Vendor must provide an estimated delivery time for (standard) In-Stock Items and (non- standard) Not- In Stock items.

TERMS CONDITIONS:

1) Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.

2) Hidalgo County reserves the right to award to one (1) or to multiple vendors, if the County determines it is in its best interest to do so.

3) All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.

4) Term of contract is for one (1) year period with County's option to extend the contract for an additional one (1) year under the same rates terms and conditions.

5) County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.

6) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

7) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8) Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

9) Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

10) Due to the nature of the user departments, ***vendor(s)*** must be located within the COUNTY OF HIDALGO, Texas and ***will be required to construct the new as well as re-face existing signs within three (3) working days from receipt of a properly executed purchase order.***

11) Vendor(s) must inform user department of their inability to complete the work ordered in a prompt and timely manner so as to allow the department sufficient notice to place the order with the "Secondary Vendor". Any purchase order placed with the primary vendor will become null and void if this circumstance occurs and any costs incurred by the primary vendor are not the responsibility of Hidalgo County.

12) **INFORMATION TO BIDDERS:**
Vendor(s) will bid on the fabrication of new as well as the re-facing of existing signs as described in detail on **EXHIBIT "B"-BID PAGE** and contained in this bid packet.

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.

Further information required for this project can be addressed to, Sandra Montalvo, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and Clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, APRIL 03, 2013 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, FRIDAY, APRIL 05, 2013 by 5:00 P.M.

EXHIBIT- "B"

Bid Page

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2013-013-04-10-SMA

Vendor must thoroughly fill in each section of the Bid Page, if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification. All must be in compliance to the Texas Department of Transportation standards and Federal Highway standards. Legends on signs will be on one or two sides; reflective grade will vary by dept. **Bid Prices- are on a unit price basis.**

REGULARTORY SIGNS-(NIGP Code: 801-40)

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	STOP SIGN	R1-1	24x24						
			30x30						
			36x36						
			48x48						
2.	YIELD SIGN	R1-2	30x30x30						
			36x36x36						
			48x48x48						
3.	TO ONCOMING TRAFFIC	R1-2ap	24x18						
			36x30						
			48x36						
4.	TO RAMP	R1-2bTP	21x15						
			30x24						
5.	TO TRAIN	R1-2cTP	21x15						
			30x24						
6.	ALL WAY	R1-3P	18x6						
7.	YIELD HERE TO PEDESTRIANS (Symbol)	R1-5L(R)	36x36						
8.	YIELD HERE TO PEDESTRIANS (Text)	R1-5aL(R)	18x24						
			30x42						
			36x48						
9.	SPEED LIMIT	R2-1	18x24						
			24x30						
			30x36						
			36x48						
			48x60						
10.	TRUCK SPEED LIMIT	R2-2	24X24						
			36x36						
11.	NO RIGHT TURN (SYMBOL)	R3-1	24x24						
			36x36						
			48x48						
12.	NO LEFT TURN (SYMBOL)	R3-2	24x24						
			30x30						
			48x48						
13.	NO TURNS	R3-3	24x24						
			36x36						
14.	DO NOT PASS	R4-1	18X24						
15.	SLOWER TRAFFIC KEEP RIGHT	R4-3	24X30						
16.	TRUCKS USE RIGHT LANE	R4-5	24x30						
17.	TRUCK LANE 500 FT	R4-6	24x30						

18.	TRAFFIC KEEP RIGHT ARROW (Symbol)	R4-7	18x24							
			24x.30							
19.	TRAFFIC KEEP LEFT (Symbol)	R4-8	18x24							
			24x30							
20.	DO NOT ENTER	R5-1	30x30							
			36x36							
			48x48							
21.	WRONG WAY- (Red Back, White Text)	R5-1a	30x18							
			36x24							
			42x30							
			48x36							
22.	NO TRUCKS	R5-2	24x24							
			30x30							
			24x24							
			30x30							
23.	ONE WAY (LEFT OR RIGHT)	R6-1R(L)	36x12							
			54x18							
24.	ONE WAY (left or right) w/ arrow	R6-2R(L)	18x24							
			24x30							
			30x36							
			36x48							
			48x60							
25.	DIVIDED HIGHWAY	R6-3	30x24							
			36x30							
26.	NO PARKING ANY TIME W/ ARROW	R7-1 (L,R,DBL)	12x18							
27.	NO PARKING 8:30AM TO 5:30PM W/ ARROW	R7-2 (L,R,DBL)	12X18							
28.	HANDICAP PARKING	R7-8	12x18							
29.	HANDICAP PARKING W/ ARROW (R,L,DBL)(green/white)	R7-8A	12x18							
30.	HANDICAP PARKING (blue / white)	R7-8B	12x18							
31.	VAN ACCESSIBLE (green & white)	R7-8P	12x6							
			18x9							
32.	NO PARKING BUS STOP W/ ARROW	R7-107 (R,L,DBL)	12x18							
			12x30							
33.	NO PARKING BUS STOP SYMBOLS	R7-107A (R,L,DBL)	12x30							
34.	NO PARKING ON PAVEMENT (OR VARIATION)	R8-1	18x24							
35.	NO PARKING	R8-3	18x24							
			24x30							
36.	NO PARKING (SYMBOL)	R8-3A	36x36							
37.	EMERGENCY PARKING ONLY	R8-4	30x24							
38.	DO NOT STOP ON TRACKS	R8-8	30x24							
39.	NO PEDESTRIAN CROSSING (variations)	R9-3	12x18							
40.	NO PEDESTRIAN CROSSING SYMBOL (VARIATIONS)	R9-3A	18x18							
			24x24							
41.	CROSSWALK SIGNS (variations)	R10-1	12x18							
42.	PUSH BUTTON FOR CROSSWALK W/ ARROW	R10-4bR(L)	9x12							
43.	LEFT ON GREEN ARROW ONLY	R10-5	18x24							

44.	STOP HERE ON RED W/ ARROW	R10-6	24x36							
45.	DO NOT BLOCK INTERSECTION	R10-7	24x30							
46.	PROTECTED LEFT ON GREEN ARROW	R10-9T	18x12							
			36x24							
47.	Left Or Right Turn Signal	R10-10L(R)	24x30							
48.	No Turn On Red	R10-11	18x24							
49.	Left Turn Yield On Green	R10-12	24x30							
50.	Road Closed	R11-2	48x30							
51.	Bridge Closed	R11-2aT	48x30							
52.	Road Closed to Thru Traffic	R11-4	60x30							
53.	Weight Limit Xx Tons	R12-1	24x30							
54.	2 Hr Parking W/ Time (Or Variation)	R7-18 (DBL,R, L)	12x18							
55.	No Dumping Allowed	R19-5	24x30							
56.	Obey Warning Signs State Law	R20-3T	48x42							
57.	Traffic Fines Double (Plaque, White Back, Black Text)...	R20-5T	24x30							
			36x18							
	When Workers Are Present	R20-5ATP	24x12							
			36x18							
58.	Tow Away Zone (Text Or Symbol)	R7-201P (aP)	12x6							
59.	Street Name Signs (legend to be on both sides)		6x18							
			6x24							
			6x30							
			6x36							
			12X6							
			12X9							
			18x6							
			18x9							
			24x6							
			24x9							
			30x6							
			30x9							
			36x6							
			36x9							
			48x9							

WARNING SIGNS (NIGP Code: 801-83)

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	DELINEATOR (Left Or Right)	H1-1L(R)	12x36						
2.	CAUTION DEAF CHILD AT PLAY (yellow back, black text)	N-8	18x24						
3.	SLOW (yellow back, black text)	N-11	24x24						
			30x30						
			36x36						
4.	DEAF CHILD AREA –(yellow back, black text)	N-12	30x30						
5.	CAUTION	N-17	18x24						
			30x30						
			36x36						
6.	NEIGHBORHOOD WATCH	CW-G-120RA5	18x24						
			24x30						
7.	CURVE SYMBOL–(sharp right or	W1-1R(L)	18x18						

	left)		24x24						
			30x30						
			36x36						
			48x48						
8.	CURVE SYMBOL- (left or right)	W1-2R(L)	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
9.	CURVE SYMBOL –(sharp left, sharp right)	W1-3R (L)	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
10.	ARROW SYMBOL –(left or right)	W1-6R(L)	24x12						
			36x18						
			48x24						
			60x30						
11.	DOUBLE ARROW SYMBOL	W1-7	24x12						
			36x18						
			48x24						
			60x30						
12.	CHEVRON –(left or right)	W1-8R (L)	12x18						
			18x24						
			24x30						
			30x36						
			36x48						
13.	CROSSROAD Symbol	W2-1	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
14.	T-INTERSECTION SYMBOL- (left or right)	W2-2 R (L)	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
15.	T- symbol	W2-4	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
16.	Y- symbol	W2-5	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
17.	STOP AHEAD -symbol	W3-1	18x18						
			30x30						
			36x36						
			48x48						

18.	YIELD AHEAD symbol	W3-2	18x18							
			30x30							
			36x36							
			48x48							
19.	STOP SIGNAL AHEAD-symbol	W3-3	18x18							
			30x30							
			36x36							
			48x48							
20.	MERGE RIGHT or LEFT symbol	W4-1R(L)	30x30							
			36x36							
			48x48							
21.	LANE ENDS RIGHT OR LEFT	W4-2R(L)	30x30							
			36x36							
			48x48							
22.	ROAD NARROWS	W5-1	30x30							
			36x36							
			48x48							
23.	NARROW BRIDGE	W5-2	18x18							
			30x30							
			36x36							
			48x48							
24.	MEDIAN SYMBOL	W6-1	36x36							
			48x48							
25.	TWO WAY TRAFFIC	W6-3	36x36							
			48x48							
26.	BUMP	W8-1	18x18							
			24x24							
			30x30							
			36x36							
			48x48							
27.	DIP	W8-2	18x18							
			24x24							
			30x30							
			36x36							
			48x48							
28.	PAVEMENTS ENDS	W8-3	18x18							
			30x30							
			36x36							
			48x48							
29.	TRUCK CROSSING (text)	W8-6	24x24							
			30x30							
			36x36							
			48x48							
30.	Watch for ICE on Bridge	W8-13T (folding sign)	36x36							
			48x48							
31.	Slow Children	W9-11	18x24							
32.	Slow Children at Play	W9-12	18x24							
33.	Watch Children	W9-13	24x24							
			30x30							
			36x36							
34.	Railroad Crossing (symbol)	W10-1	30x30							

			36x30						
35.	Pedestrian Crossing (symbol)	W11-2	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
36.	Handicap -symbol-yellow back, black diamond.	W11-9	30x30						
			36x36						
			48x48						
37.	TRUCK CROSSING (symbol)	W11-10L(R)	24x24						
			30x30						
			36x6						
			48x48						
38.	HEIGHT symbol- (yellow back, black text. Diamond)	W12-2	18x18						
			30x30						
			36x36						
			48x48						
39.	LOW CLEARANCE- yellow back, black text	W12-2TP	24x18						
40.	35 MPH	W13-1	18x18						
			24x24						
			30x30						
41.	DEAD END	W14-1	24x24						
			30x30						
			36x36						
			48x48						
42.	NO OUTLET	W14-2	24x24						
			30x30						
			36x36						
			48x48						
43.	DEAD END	W14-1aR (L)	24x6						
			36x8						
44.	AHEAD	W16-9P	24x12						
			30x18						
			36x24						
45.	BRIDGE OUT—(080 aluminum.- yellow back, black text. diamond.)	W42-3	24x24						
			30x30						

Description of Items		TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
	DETOUR	M4-8	12x6						
			24x12						
			30x15						
	END	M4-8b	24x12						
			30x15						
3.	DETOUR- text & symbol, right, up arrow	M4-9R(L)	30x24						
			48x36						
			60x48						
		M4-9S	30x24						
			48x36						
			60x48						

4.	BUMP	CW8-1	30x30							
			36x36							
			48x48							
5.	DIP	CW8-2	30x30							
			36x36							
			48x48							
6.	PAVEMENT ENDS	CW8-3	30x30							
			36x36							
			48x48							
7.	WATCH FOR ICE ON BRIDGE	CW8-13T	36x36							
			48x48							
8.	ARROW (pointing down)	CW12-1	30x30							
			36x36							
			48x48							
9.	LOW CLEARANCE	CW12-2TP	24x18							
10.	DEAD END	CW14-1	30x30							
			36x36							
11.	ARROW SIGN (pointing down)	CW16-7PL (R)	21x15							
			24x12							
			30x18							
12.	ROAD WORK AHEAD	CW20-1D	30x30							
			36x36							
			48x48							
			60x60							
13.	ROAD CLOSED AHEAD	CW20-3D	30x30							
			36x36							
			48x48							
14.	FLAGGER AHEAD	CW20-7Ad	30x30							
			36x36							
			48x48							
15.	WORKERS symbol	CW21-1aT	24x24							
			30x30							
			36x36							
			48x48							
16.	WORKERS AHEAD (text)	CW21-1bT	30x30							
			36x36							
			48x48							
17.	FRESH OIL & FRESH TAR	CW21-2	30x30							
			36x36							
			48x48							
18.	ROAD MACHINERY AHEAD	CW21-3D	30x30							
			36x36							
			48x48							
19.	MOWERS AHEAD	CW21-9T	30x30							
			36x36							
			48x48							
20.	Hand Paddles & Handles	Stop/Stop Paddle w/6 in. handle	18"							
			24"							
		Stop/Slow Paddle w/6 in. handle	18"							
			24							
21.	Hand Paddles	Stop/Stop Paddle w/ handle 60in	18"							

	& Handles	PVC pole Staff	24"							
		Stop/Slow Paddle w/ handle 60in PVC pole Staff	18"							
			24"							
22.	ROLL-UP VINYL SIGNS-legends needed for rollup signs (including rib w/orange back ground) will be as follows but not limited to (i.e. road construction ahead, mowers ahead, right lane closed ahead, men working ahead, right & left land closed ahead, end road work, flagman, fresh oil, liter pickup, merge left or right, ramp closed, be prepared to stop, stop sign)		36x36	Non	Ref					
			48x48	Non	Ref					
23.	ROLL-UPS:Corner Pocket-Corner Pocket (Plastic)									
24.	ROLL-UPS:Flag Holder System-Flag Holder System									
25.	ROLL-UPS:Left Overlay-Left Velcro Overlay									
26.	ROLL-UPS:OVERLAYS- Overlay for Roll-Up signs									
27.	Complete Set Roll-Up Sign with Universal Stand Non- reflective.			SIZE			PRICE			
				48" x 48"						

SCHOOL SIGNS (NIGP Code: 801-83)

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	School Crossing Advance Symbol - Pedestrians walking (green fluorescent back, black)	S1-1	30x30						
			36x36						
			48x48						
2.	School Bus Stop Ahead-symbol (green fluorescent back, black)	S3-1	30x30						
			36x36						
			48x48						
3.	School Bus Stop Ahead (green fluorescent back, black text)	S3-1T	30x30						
			36x36						
			48x48						
4.	School Bus Turn Ahead (green fluorescent back, black text)	S3-2	30x30						
			36x36						
			48x48						
5.	7:30-8:30AM 2:30-3:30PM (white back, black text)	S4-1P	24x10						
			36x18						
			48x24						
6.	When Children are Present (white back, black text)	S4-2P	24x10						
			36x18						
			48x24						
7.	School (green fluorescent back, black text)	S4-3P	24x8						
			36x12						
			48x16						
8.	When Flashing (white back, black text)	S4-4P	24x10						
			36x18						
			48x24						
9.	School Speed Limit Sign W/When Flashing	S5-1	24x48						
			36x72						
			48x96						
10.	End School Zone	S5-2	24x30						
			36x48						
11.	End School Zone	S5-2aTP	24x10						
12.	Cell Phone Use Prohibited up to $200 Fine	S7-1T	24x18						
			36x18						
			48x36						
13.	500 FEET	SW16-2P	24x18						
			30x24						
14.	ARROW(pointing down)	SW16-	21x15						

		7PL(R)	24x12						
			30x18						
15.	AHEAD	SW16-9P	24x12						
			30x18						
			36x24						
16.	YIELD TO PEDESTRIANS green fluorescent back, black & red text	R1-6	12x36						
17.	Bicycle Symbol	W11-1	18x18						
			24x24						
			30x30						
			36x36						
			48x48						

OBJECT MARKERS

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	OBJECT MARKERS YELLOW - Object Marker W/ 9 Yellow Reflectors	OM1-1	18x18						
2.	OBJECT MARKERS: YELLOW - Object Marker W/ 3 Yellow Reflectors	OM2-1V	12x6						
3.	OBJECT MARKERS: EGP - Bridge Marker (Yellow/Black Stripes)Left Or Right	OM-3R(L)	36x12						
4.	OBJECT MARKERS: EGP - Bridge Marker (yellow/black chevrons) center	OM-3C	36x12						
5.	OBJECT MARKERS: RED – End of Roadway Marker-Barricade Markers W/ 9 Red Reflectors	OM4-1	18x18						
6.	OBJECT MARKERS: RED – End of Roadway Marker- Black W/ 9 Red Reflectors	OM4-2	18x18						
7.	VERTICAL PANELS		12x24						
			12x36						
			8x24						
			18x24						

SPECIALTY SIGNS .080 ALUMINUM (NIGP Code: 801-40)

	Description of Items	Single or Double Face	Sizes	Category-A New Signs			Category- B Re-Facing of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	Specialty Signs	S/F	2"x16"						
		D/F	2"x16"						
2.	Specialty Signs	S/F	4'x8'						
		D/F	4'x8'						
3.	Specialty Signs	S/F	5"x5"						
		D/F	5"x5"						
4.	Specialty Signs	S/F	6"x12"						
		D/F	6"x12"						
5.	Specialty Signs	S/F	9"x30"						
		D/F	9"x30"						
6.	Specialty Signs	S/F	12' X 3'						
		D/F	12' X 3'						
7.	Specialty Signs	S/F	12"x 9"						
		D/F	12"x 9"						
8.	Specialty Signs	S/F	12"x18"						
		D/F	12"x18"						
9.	Specialty Signs	S/F	12"x 24"						

		D/F	12"x 24"						
10.	Specialty Signs	S/F	18"x12"						
		D/F	18"x12"						
11.	Specialty Signs	S/F	18"x 18"						
		D/F	18"x 18"						
12.	Specialty Signs	S/F	18"x24"						
		D/F	18"x24"						
13.	Specialty Signs	S/F	18"x 30"						
		D/F	18"x 30"						
14.	Specialty Signs	S/F	18"x 6"						
		D/F	18"x 6"						
15.	Specialty Signs	S/F	18"x 9"						
		D/F	18"x 9"						
16.	Specialty Signs	S/F	24"x12"						
		D/F	24"x12"						
17.	Specialty Signs	S/F	24"x18"						
		D/F	24"x18"						
18.	Specialty Signs	S/F	24"x24"						
		D/F	24"x24"						
19.	Specialty Signs	S/F	24"x30"						
		D/F	24"x30"						
20.	Specialty Signs	S/F	24"x36"						
		D/F	24"x36"						
21.	Specialty Signs	S/F	30"x30"						
		D/F	30"x30"						
22.	Specialty Signs	S/F	30"x24"						
		D/F	30"x24"						
23.	Specialty Signs	S/F	36"x12"						
		D/F	36"x12"						
24.	Specialty Signs	S/F	36"x36"						
		D/F	36"x36"						
25.	Specialty Signs	S/F	48"x48"						
		D/F	48"x48"						
26.	Specialty Signs	S/F	48"x72"						
		D/F	48"x72"						
27.	Specialty Signs	S/F	48"x96"						
		D/F	48"x96"						
28.	Specialty Signs	S/F	60"x48"						
		D/F	60"x48"						
29.	Specialty Signs	S/F	72"x36"						
		D/F	72"x36"						
30.	Specialty Signs	S/F	72"x48"						
		D/F	72"x48"						
31.	Specialty Signs	S/F	96"x36"						
		D/F	96"x36"						
32.	Specialty Signs	S/F	96"x48"						
		D/F	96"x48"						
33.	Project signs-Plywood	S/F	4"x8"						
		D/F							

BLANK SIGNS (NIGP Code: 801-09)

	Description of Items	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
			Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	Blank sign	6x12						
2.	Blank sign	6x18						
3.	Blank sign	6x24						
4.	Blank sign	6x30						
5.	Blank sign	6x36						
6.	Blank sign	6x48						
7.	Blank sign	9x12						
8.	Blank sign	9x18						
9.	Blank sign	9x24						
10.	Blank sign	9x30						
11.	Blank sign	9x36						
12.	Blank sign	9x48						
13.	Blank sign	18x12						
14.	Blank sign	18x18						
15.	Blank sign	18x24						
16.	Blank sign	21x15						
17.	Blank sign	24x18						
18.	Blank sign	24x24						
19.	Blank sign	24x30						
20.	Blank sign	24x36						
21.	Blank sign	30x30						
22.	Blank sign	30x36						
23.	Blank sign	36x12						
24.	Blank sign	36x36						
25.	Blank sign	36x48						
26.	Blank sign	48x9						
27.	Blank sign	48x24						
28.	Blank sign	48x48						
29.	Blank sign	48x96						
30.	Blank sign	60x24						
31.	ADA Men Restroom Sign W/Symbol	9x6						
32.	ADA Unisex Restroom Sign W/Symbol	9x6						
33.	ADA Women Restroom Signs W/Symbol	9x6						

SHOP and OFFICE SIGNS (Facility) (NIGP Code: 255-30)

	Description Of Items	Sizes	Price
1.	Lettering on Door Glass (Including installation, County seal, names, suite & phone number)	Std. 30"	
2.	Decals	11 ½" x16"	
3.	Municipal Emblems (pressure sensitive)		
4.	Door Graphics- Non-Reflective Installation included...	30" x 24"	
VEHICLE LETTERING(NIGP Code: 225-26)			
1.	VEHICLE LETTERING: Vehicle Lettering 2-Door Lettering 2-Door, Non-Reflective, Including Installation	24" x 18"	

2.	VEHICLE LETTERING: Vehicle Lettering Tailgate- Non-Reflective, Including Installation	48" x 12	

PAVEMENT MARKERS (NIGP Code: 550-08)

	Description of Items	Sizes	Price
1.	Pavement Markers 2- Way without Adhesive.	4"x4"	
2.	Pavement Markers 1-Way With Adhesive	4"x4"	
3.	Pavement Markers 2- Way With Adhesive	4"x4"	
4.	Ceramic Pavement Marker without Adhesive. White or Yellow	4"	
5.	Plastic Pavement Buttons without Adhesive. White.	4"	
6.	Plastic Pavement Marker without Adhesive. Yellow	4"	
7.	Butyl Pads (Adhesive for Pavement Markers)	4"x4"	
8.	Ceramic Button without Reflector White or Yellow.	6"x6"	
9.	Qwik Stix Adhesive Bar		
10.	Rumble Strip w/o Adhesive- yellow	4"x24"	
11.	Jiggle Bars	6'x6'	

POSTS-BRACKETS-HARDWARE (NIGP Code: 801-30)

	Description Of Items	Sizes	Price
1.	POSTS: Post Galv. G90	8'	
		10'	
		12'	
2.	POSTS: Poz-Loc (Includes Post, Socket & Wedge)	10'	
3.	POSTS: Slipbase Assembly System	10'	
4.	POSTS: Sq.Tubing	10' x 1½"	
		2"x2"x12'	
5.	POSTS: 10'x3" 10BWG. Gal. 2.7/8" Dia.	10'	
6.	POSTS: Galv. U-Channel	12'	
		8'	
		10'	
		6'	
7.	POSTS: Green U-Channel ribbed	10'	
		12'	
8.	POSTS: Poz-Loc System	12'	
9.	POSTS: Slipbase 10BWG TX DOT	12'	
10.	POSTS: Post ONLY 10BWG	12'x3"	
11.	POSTS: Wood Posts Painted White	4"x4"x10'	
12.	POSTS: Wood Post	4"x4"x12'	
13.	POSTS: Galv. Delineator Post	6'	
14.	POSTS: Green Delineator Post	6'	
15.	POSTS: Green U-Channel	8'	
16.	POSTS- Poz-Loc Post	8'	
17.	POSTS: Casting (Top part of Base for Slipbase Assembly) With Bolts & Keeper Plate		
18.	POSTS: Flange Base	2-3/8"	
19.	POSTS: Keeper Plate only (no hardware)		
20.	POSTS: Pozloc Wedge-Poz-Loc Wedge G210		
21.	POSTS: Socket & Wedge for Poz-Loc		
22.	POSTS: Socket 27" for Poz-Loc	27"	
23.	POSTS: Splice connector		
24.	POSTS: Ground Stub for Slip Base Assembly	3"x36"	
25.	POSTS: Wood Post 6' x 8" Dia. Dome -Top Wood Post, Dome Top Posts 8" Diameter	6'-3"	

26.	POSTS:VALVE MARKERS		
27.	Stub Post & Hardware		
28.	POST DRIVER- (manual)		
29.	BRACKET: Dome Cap	2"	
		3"	
30.	BRACKET: Back to Back Bracket	2"	
31.	BRACKET: Cross Bracket	5½"	
		12"	
32.	BRACKET: Post Round SIGN Bracket	2"	
		3"	
33.	BRACKET: Post Cap U-Channel		
34.	BRACKET: U Bolt Clamp	2"	
		3"	
35.	BRACKET: Post Cap 6" blade	3" x 5½"	
		2"x 5½"	
36.	BRACKET: Post Cap- 9" blade	2"x12"	
		3"x12"	
37.	BRACKET: Post Cap- flat	1- ¾ sq. post	
38.	BRACKET: Wing Bracket (all sign plate)	12"	
		18"	
		24	
39.	BRACKET: Wing Bracket (cantilever bracket)	16"	
		24"	
40.	BRACKET: Mast arm buckle bracket	16	
41.	LOCKNUTS		
42.	ANTI-THEFT BOLTS	5/16 x 2 ¼	
		5/16 x 1-3/4	
43.	ANTI-THEFT NUTS	5/16	
44.	BOLTS	5/16 x 2½ x 3	
45.	BOLTS	¼ x 2"	
46.	SCREWS FOR Brackets (blade holders)	¼"	
47.	ALLEN WRENCH TOOL	5"	
		12"	

DELINEATOR (NIGP Code: 550-08)

	Description of Items	Sizes	Price
1.	Delineator: Surface Mount Delineators including Epoxy	36"	
		48"	
2.	Delineator: Flexible Delineator, Orange or Yellow with 2 HIP Stripes & Butyl Pad	60"	
3.	Delineator: Flex Marker White Post w/ White or Yellow Reflector Stripe	66"	
4.	Delineator: Flex Delin. w/ stripe	72"	
5.	Guardrail Delineator-Steel 1-Way Yellow Guardrail Delineator..Bolt-On		

BARRICADE PANEL (NIGP Code: 550-78)

	Description Of Items	Sizes	Price
1.	BARRICADE PANEL: Wood Barricade Panels, EG, SS: END OF ROAD (Red/White)	10'	
2.	BARRICADE PANEL: Wood Panels, EG, SS: END OF ROAD (Red/White)	12'	
3.	BARRICADE PANEL: Plastic Barricade Panel DS HIP Orange and White	8'	
4.	BARRICADE PANEL: Plastic Barricade Panel, HIP, SS: Orange/White	8'	
5.	BARRICADE PANEL: Wood Barricade Panels, EG, SS: END OF ROAD (Red/White)	8'	

BARRICADES (NIGP Code: 550-78)

	Description Of Items	Sizes	Price
1.	BARRICADES: Type III Barricade End of Road- Wood S/S Red & White	10'	
2.	BARRICADES: Type III Barricade End of Road- Wood S/S Red & White	12'	
3.	BARRICADES: Type III Barricade End of Road- Wood EG S/S Red & White	8'	
4.	BARRICADES: Type I Plastic A-FRAME Barricade w/1 Panel & 2-Legs	8'	
5.	BARRICADES: Type III Plastic Break-Away Barricade, D/S Orange & White H/I	8'	
6.	BARRICADES: Type III Plastic Break-Away Barricade, S/S Orange & White H/I	8'	
7.	BARRICADES: Marker-	24"x 24"	
8.	BARRICADES: Temporary Barrier Fence Orange Temporary Mesh Barrier Fence	4'x100'	
9.	Quick Fence Safety System		

BARRICADE TAPES (NIGP Code: 550-72)

	Description Of Items	Sizes	Price
1.	BARRICADE TAPES: Barricade Tape Red & White LEFT or RIGHT	8" x 50 Yd. (engineer grade)	
2.	BARRICADE TAPES: Barricade Tape Orange or White LEFT or RIGHT	8" x 50 Yd. (high intensity)	
3.	BARRICADE TAPES: Barricade Tape Red & White LEFT or RIGHT	8" x 50 Yd. (high intensity)	

BARRELS (NIGP Code: 550-42)

	Description Of Items	Sizes	Price
1.	Barrel Tape- White Engineering Grade	4" x 50 yds	
		6" x 50 yds.	
2.	BARRELS: Barrel w Tire Ring Base		
3.	BARRELS: Tire Rings		
4.	BARRELS: VERTICAL PANELS Vertical Panels w/ H/I sheeting & 20 lb. base		

CONES (NIGP Code: 550-78)

	Description Of Items	Sizes	Price
1.	CONES: Cone Slim	18"	
2.	CONES: Cone w/ Collar	18"	
3.	CONES: Cone Slim	28"	
4.	CONES: Cone w/ Collar	28"	
5.	CONES: Reflective Collar	4"	
6.	CONES: Reflective Collar	6"	
7.	CONES: Channelizer for Caution Tape with Reflective Collars	42"	
8.	CONES: CONE SIGNS Snap on Cone Sign w/ wording.	12"x13"	

	Description Of Items	Sizes	Price
1.	FLAGS: Safety Flag with Stay	18" x 18"	
2.	FLAGS: Safety Flag with Stay	24x24	

MARKING TAPE (NIGP Code: 550-72)

	Description Of Items	Sizes	Price
1.	MARKING TAPE Conspicuity Tape - D/G. Red, Yellow or White.	3"x50 yds	
2.	MARKING TAPE: Barrier Tape	3"x1000'	
3.	MARKING TAPE: Caution Tape 3MIL	3"x1000'	
4.	MARKING TAPE: Conspicuity D/G. Red, Yellow or White.	2"x50 yds	
5.	MARKING TAPE: Conspicuity Tape D/G, Solid Red.	4"	
6.	MARKING TAPE: Conspicuity Tape D/G, red & white	2'x50 yds	
7.	MARKING TAPE: Conspicuity Strips D/G	2"x 18"	
8.	MARKING TAPE: Crosswalk Pavement Marking	12'x25yds.	

9.	MARKING TAPE: Fire Line -Do Not Cross.	3"x1000'	

REFLECTIVE TAPES (NIGP Code: 345-79)

1.	REFLECTIVE TAPE-General Purpose tape- Red, White , Yellow rolls	1"x 30" yd	
		2"X 30" yd	
		3"x 30" yd	

REFLECTORS (NIGP Code: 055-76)

	Description Of Items	Sizes	Price
1.	REFLECTORS: Block of Bituminous Marker Adhesive	100 lb	
2.	REFLECTORS: Barrier Reflector with 4" Single Side HIP Sheeting.	14"	
3.	REFLECTORS: D/S Concrete Barrier Markers..Yellow or White w/ 3"x4" HIP	16"	
4.	REFLECTORS: White S/S 3"x4" HIP Sheeting 16" S/S Concrete Barrier Marker	16"	
5.	REFLECTORS: .080 Reflector D-9-S Aluminum Delineator Reflectors. DG Yellow, White or Red.	4" x 4"	
6.	REFLECTORS: Plastic Pavement Marker Yellow Button Round	3"	
7.	REFLECTORS: Reflectors Round Plastic	3"	
8.	REFLECTORS: Rectangular Type A & C	3"x8"	

SPEED BUMP (NIGP Code: 550-79)

	Description Of Items	Sizes	Price
1.	SPEED BUMP: Speed Bumps with all hardware	10'	
		12"	
2.	SPEED BUMP: Black & Yellow Speed Bumps	6'	
3.	SPEED BUMP: Car Stops Yellow & Blk Recycled Rubber w/12" Spikes for Asphalt or Gravel	6'	
4.	SPEED BUMP- Cement Car Stop, (unpainted) with 12" Spikes for Asphalt or Cement.	6"	
5.	SPEED BUMP: Speed Bump Plastic	6'	
		9'	
6.	SPEED BUMP: Speed Bump Spikes	12" x 1/2"	

STANDS (NIGP Code: 801-12)

	Description Of Items	Sizes	Price
1.	STANDS: Big Buster Stand		
2.	STANDS: Little Buster portable stand		
3.	STANDS: Portable Stop 7' Stand Portable Stop Stand with a 7' Plastic X-Tube Upright, Yeti Rubber Foot with 4" Riser Stub, 24" HIP Stop Sign.		
4.	STANDS: Universal		
5.	STANDS: Zephyr Stand		
6.	FRAMES: Tripod for Construction Signs with Flag Holders	36"	
		48"	

PAVEMENT MARKING STENCIL (NIGP Code: 962-53)

	Description Of Items	Size	Letters	Stencil
1.	STENCIL: STOP (LETTERING) in Duro	36"		
		48"		
2.	STENCIL: Brass Interlocking Stencils	4"		
3.	STENCIL: Fire Lane Stencil	4"		
4.	STENCIL: No Parking Stencil	4"		
5.	STENCIL: Number Kit Maxi	4"		
6.	STENCIL: Wording kit	4"		
7.	STENCIL: Arrow - Duro	42"		
8.	STENCIL: Arrow - Max	42"		
9.	STENCIL: Arrow Kit, Standard Arrow Kit...One (1) arrow UP, One (1) Arrow Curved Tail	42"		
10.	STENCIL: Handicap Symbol Maxi	72"x63"		
		48x48		
11.	STENCIL: Fire Lane No Parking Duro Stencil	4"		

12.	STENCIL: Fire Lane No Parking Maxi Stencil	4"		

MISC.

	Description Of Items	Sizes	Price
1.	Clear Overlay - Stops-Graffiti Proof Overlay	24"	
		30"	
2.	Epoxy (Kit, pads, sticks)	1 gallon	
		5 gallon	
		4x4 pads	
		quick sticks	
3.	Slow Moving placard triangle .040 aluminum		
4.	Slow Moving decal triangle		
5.	Fence Sign Holder-Link Fence Sign Holder		
6.	Warning Triangles (Set of 3)	16"	
7.	Mast Arm Buckle Bracket	16"	
8.	Transfer Tape	1"	
		2"	
		4"	
		6"	
		8"	
		10"	
		12"	
		13"	
		14"	
		15"	
		16"	
		18"	
9.	TXDOT Placard (OSHA) DECALS	10" x 10"	
10.	TXDOT Placard (OSHA) .040 ALUMINUM	10" x 10"	

- Estimated Delivery Time for Standard (In-Stock) signs: _____

- Estimated Delivery Time for Non-Standard (Not-In Stock)

Small orders: _____ Large orders: _____

OTHER MISCELLANEOUS LIST

ON ALL ROAD SIGNS, POSTS & MISC. SUPPLIES NOT LISTED –HIDALGO COUNTY WILL RECEIVE _____% OFF Bidders catalog list prices.

All Applicable Catalogs with list prices must accompany any bids submitted

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

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 EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				W/C 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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or Fax (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** _____ **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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.

REQUIREMENTS AGREEMENT
C-13-013-00-00

THIS AGREEMENT (the "Agreement") is entered into as of the _____ byandbetween _____("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "**Traffic Road Signs & Miscellaneous Equipment,**" as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**Traffic Road Signs & Miscellaneous Equipment,**" in the areas of Hidalgo County projects for a period of one (1) year commencing **April 21, 2013** and ending **April 20, 2014** and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the

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latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

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

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

If to Buyer: Hidalgo County
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Seller: _____
_____
_____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of

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the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

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

l. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

m. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any

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proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Company:

By:_____

Printed Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUES, LLP

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____

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EXHIBIT "B"
BID PAGE

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT/BID DESCRIPTION: *HIDALGO COUNTY (All Sources, Programs and Entities) "TRAFFIC ROAD SIGNS & MISC. EQUIPMENT"*

BID OPENING DATE: APRIL 10, 2013 | **BID OPENING TIME:** 9:30 A.M

BID NO: 2013-013-04-10-SMA | **BUYER:** Sandra Montalvo

REGULARTORY SIGNS
(NIGP Code: 801-40)

PARTICIPATING VENDOR(S)
DELTA SPECIALTY SUPPLY
Edinburg , Texas

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	STOP SIGN	R1-1	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
2.	YIELD SIGN	R1-2	30x30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
3.	TO ONCOMING TRAFFIC	R1-2ap	24x18	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
			36x30	$38.63	$45.26	$69.15	$27.04	$31.68	$48.40
			48x36	$61.38	$71.99	$110.21	$49.49	$56.91	$83.71
4.	TO RAMP	R1-2bTP	21x15	$10.43	$12.64	$20.61	$7.30	$8.84	$14.42
			30x24	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
5.	TO TRAIN	R1-2cTP	21x15	$10.43	$12.64	$20.61	$7.30	$8.84	$14.42
			30x24	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
6.	ALL WAY	R1-3P	18x6	$3.61	$4.27	$6.66	$2.52	$2.98	$4.66
7.	YIELD HERE TO PEDESTRIANS (Symbol)	R1-5L(R)	36x36	$49.95	$57.90	$86.55	$35.00	$40.55	$60.75
8.	YIELD HERE TO PEDESTRIANS (Text)	R1-5aL(R)	18x24	$14.55	$17.25	$26.75	$10.18	$12.07	$18.75
			30x42	$49.95	$57.95	$86.55	$35.00	$40.55	$60.75
			36x48	$66.25	$76.85	$115.05	$46.37	$53.79	$80.53
9.	SPEED LIMIT	R2-1	18x24	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
			24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			30x36	$38.63	$45.26	$69.15	$27.04	$31.68	$48.40
			36x48	$70.70	$81.30	$119.59	$49.49	$56.91	$83.71
			48x60	$143.85	$216.32	$280.00	$100.70	$151.45	$196.00
10.	TRUCK SPEED LIMIT	R2-2	24X24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
11.	NO RIGHT TURN (SYMBOL)	R3-1	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$25.05
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
12.	NO LEFT TURN (SYMBOL)	R3-2	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
13.	NO TURNS	R3-3	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
14.	DO NOT PASS	R4-1	18x24	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
15.	SLOWER TRAFFIC KEEP RIGHT	R4-3	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
16.	TRUCKS USE RIGHT LANE	R4-5	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
17.	TRUCK LANE 500 FT	R4-6	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
18.	TRAFFIC KEEP RIGHT ARROW (Symbol)	R4-7	18x24	$13.30	$15.96	$25.59	$9.31	$11.17	$17.85
			24x.30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.64
19.	TRAFFIC KEEP LEFT (Symbol)	R4-8	18x24	$13.30	$15.96	$25.59	$9.31	$11.17	$17.85
			24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.64
20.	DO NOT ENTER	R5-1	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
21	WRONG WAY- (Red Back, White	R5-1a	30x18	$10.25	$13.80	$26.50	$7.17	$9.66	$18.55

	Text)		36x24	$25.04	$30.32	$49.43	$17.52	$21.22	$34.60
			42x30	$46.50	$54.25	$82.95	$32.55	$37.97	$58.06
			48x36	$52.50	$63.11	$101.33	$36.75	$44.17	$70.93
22.	NO TRUCKS	R5-2	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
23.	ONE WAY (LEFT OR RIGHT)	R6-1R(L)	36x12	$12.65	$15.31	$24.86	$8.85	$10.71	$17.40
			54x18	$32.40	$38.99	$62.90	$22.68	$27.29	$44.03
24.	ONE WAY (left or right) w/ arrow	R6-2R(L)	18x24	$13.30	$15.96	$25.59	$9.31	$11.17	$17.85
			24x30	$22.04	$26.44	$42.38	$15.42	$18.52	$29.64
			30x36	$32.36	$38.99	$62.89	$22.65	$27.29	$44.02
			36x48	$52.50	$63.11	$101.33	$36.75	$44.17	$70.93
			48x60	$141.40	$162.65	$239.10	$98.98	$113.85	$167.37
25.	DIVIDED HIGHWAY	R6-3	30x24	$22.04	$26.44	$42.38	$15.42	$18.52	$29.64
			36x30	$38.63	$45.26	$69.15	$27.04	$31.68	$48.40
26.	NO PARKING ANY TIME W/ ARROW	R7-1 (L,R,DBL)	12x18	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
27.	NO PARKING 8:30AM TO 5:30PM W/ ARROW	R7-2 (L,R,DBL)	12X18	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
28.	HANDICAP PARKING	R7-8	12x18	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
29.	HANDICAP PARKING W/ ARROW (R,L,DBL)(green/white)	R7-8A	12x18	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
30.	HANDICAP PARKING (blue / white)	R7-8B	12x18	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
31.	VAN ACCESSIBLE (green & white)	R7-8P	12x6	$2.46	$2.90	$4.50	$1.72	$2.03	$3.15
			18x9	$5.26	$6.24	$9.83	$3.68	$4.36	$6.88
32.	NO PARKING BUS STOP W/ ARROW	R7-107 (R,L,DBL)	12x18	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
			12x30	$10.45	$12.65	$20.65	$7.31	$8.85	$14.45
33.	NO PARKING BUS STOP SYMBOLS	R7-107A (R,L,DBL)	12x30	$10.45	$12.65	$20.65	$7.31	$8.85	$14.45
34.	NO PARKING ON PAVEMENT (OR VARIATION)	R8-1	18x24	$13.30	$15.96	$25.59	$9.31	$11.17	$17.85
35.	NO PARKING	R8-3	18x24	$13.30	$15.96	$25.59	$9.31	$11.17	$17.85
			24x30	$22.04	$26.44	$42.38	$15.42	$18.52	$29.64
36.	NO PARKING (SYMBOL)	R8-3A	36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
37.	EMERGENCY PARKING ONLY	R8-4	30x24	$22.04	$26.44	$42.38	$15.42	$18.52	$29.64
38.	DO NOT STOP ON TRACKS	R8-8	30x24	$22.04	$26.44	$42.38	$15.42	$18.52	$29.64
39.	NO PEDESTRIAN CROSSING (variations)	R9-3	12x18	$7.65	$8.99	$13.75	$5.35	$6.29	$9.62
40.	NO PEDESTRIAN CROSSING SYMBOL (VARIATIONS)	R9-3A	18x18	$9.57	$11.50	$18.66	$6.69	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
41.	CROSSWALK SIGNS (variations)	R10-1	12x18	$7.65	$8.99	$13.75	$5.35	$6.29	$9.62
42.	PUSH BUTTON FOR CROSSWALK W/ ARROW	R10-4bR(L)	9x12	$6.52	$7.84	$12.63	$4.56	$5.48	$8.84
43.	LEFT ON GREEN ARROW ONLY	R10-5	18x24	$13.30	$15.96	$25.59	$9.31	$11.17	$17.85
44.	STOP HERE ON RED W/ ARROW	R10-6	24x36	$25.02	$30.32	$49.43	$17.51	$21.22	$34.60
45.	DO NOT BLOCK INTERSECTION	R10-7	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
46.	PROTECTED LEFT ON GREEN ARROW	R10-9T	18x12	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
			36x24	$25.02	$30.36	$17.51	$34.60	$21.22	$34.60
47.	Left Or Right Turn Signal	R10-10L(R)	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
48.	No Turn On Red	R10-11	18x24	$14.55	$17.25	$26.75	$10.18	$12.07	$18.72
49.	Left Turn Yield On Green	R10-12	24x30	$24.25	$28.50	$44.50	$16.97	$19.95	$31.15
50.	Road Closed	R11-2	48x30	$51.25	$60.25	$91.87	$35.87	$42.17	$64.30
51.	Bridge Closed	R11-2aT	48x30	$51.25	$60.25	$91.87	$35.87	$42.17	$64.30
52.	Road Closed to Thru Traffic	R11-4	60x30	$66.15	$77.55	$118.75	$46.30	$54.28	$83.12
53.	Weight Limit Xx Tons	R12-1	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
54.	2 Hr Parking W/ Time (Or Variation)	R7-18 (DBL,R, L)	12x18	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
55.	No Dumping Allowed	R19-5	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
56.	Obey Warning Signs State Law	R20-3T	48x42	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
57.	Traffic Fines Double (Plaque, White Back, Black Text)...	R20-5T	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			36x18	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
	When Workers Are Present	R20-5ATP	24x12	$9.25	$10.95	$17.35	----	-----	----
			36x18	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66

58.	Tow Away Zone (Text Or Symbol)	R7-201P (aP)	12x6	$2.46	$2.90	$4.50	$1.72	$2.03	$3.15
59.	Street Name Signs (legend to be on both sides)		6x18	$7.65	$8.95	$13.95	$5.35	$6.26	$9.76
			6x24	$10.50	$11.99	$18.25	$7.35	$8.39	$12.77
			6x30	$12.85	$15.15	$22.95	$8.99	$10.60	$16.06
			6x36	$13.00	$17.95	$27.50	$9.10	$12.56	$19.95
			12X6	$5.50	$6.75	$9.95	$3.85	$4.72	$6.96
			12X9	$13.25	$15.75	$25.50	$9.27	$11.02	$17.85
			18x6	$7.50	$8.75	$13.50	$5.25	$6.12	$9.45
			18x9	$10.65	$12.50	$19.85	$7.45	$8.75	$13.89
			24x6	$8.85	$10.75	$17.00	$6.19	$7.52	$11.90
			24x9	$13.00	$15.75	$25.25	$9.10	$12.56	$19.25
			30x6	$10.95	$13.25	$21.25	$7.66	$9.27	$14.87
			30x9	$16.10	$19.45	$27.50	$11.27	$13.61	$19.25
			36x6	$13.10	$15.75	$25.26	$9.17	$11.02	$17.68
			36x9	$19.25	$23.25	$32.85	$13.47	$16.27	$22.99
			48x9	$25.50	$30.70	$39.50	$17.85	$21.49	$27.65

WARNING SIGNS (NIGP Code: 801-83)

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	DELINEATOR (Left Or Right)	H1-1L(R)	12x36	$12.65	$15.31	$24.86	$8.85	$10.71	$7.40
2.	CAUTION DEAF CHILD AT PLAY (yellow back, black text)	N-8	18x24	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
3.	SLOW (yellow back, black text)	N-11	24x24	$16.66	$20.19	$32.93	$11.60	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
4.	DEAF CHILD AREA –(yellow back, black text)	N-12	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
5.	CAUTION	N-17	18x24	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
6.	NEIGHBORHOOD WATCH	CW-G-120RA5	18x24	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
			24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
7.	CURVE SYMBOL–(sharp right or left)	W1-1R(L)	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$168.35	$66.66	$76.57	$112.24
8.	CURVE SYMBOL- (left or right)	W1-2R(L)	18x18	$9.51	$11.50	$13.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
9.	CURVE SYMBOL –(sharp left, sharp right)	W1-3R (L)	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
10.	ARROW SYMBOL –(left or right)	W1-6R(L)	24x12	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			36x18	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			48x24	$40.98	$48.05	$73.53	$28.68	$33.63	$51.47
			60x30	$66.15	$77.55	$118.75	$46.30	$54.28	$83.12
11.	DOUBLE ARROW SYMBOL	W1-7	24x12	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			36x18	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			48x24	$40.98	$48.05	$73.53	$28.68	$33.63	$51.47
			60x30	$66.15	$77.55	$118.75	$46.30	$54.28	$83.12
12.	CHEVRON –(left or right)	W1-8R (L)	12x18	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
			18x24	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
			24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			30x36	$38.63	$45.26	$69.15	$27.04	$31.68	$48.40
			36x48	$61.38	$71.99	$110.21	$42.96	$50.39	$77.14
13.	CROSSROAD Symbol	W2-1	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88

			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
14.	T-INTERSECTION SYMBOL– (left or right)	W2-2 R (L)	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
15.	T- symbol	W2-4	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
16.	Y- symbol	W2-5	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
17.	STOP AHEAD -symbol	W3-1	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
18.	YIELD AHEAD symbol	W3-2	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
19.	STOP SIGNAL AHEAD-symbol	W3-3	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
20.	MERGE RIGHT or LEFT symbol	W4-1R(L)	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
21.	LANE ENDS RIGHT OR LEFT	W4-2R(L)	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
22.	ROAD NARROWS	W5-1	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
23.	NARROW BRIDGE	W5-2	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
24.	MEDIAN SYMBOL	W6-1	36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
25.	TWO WAY TRAFFIC	W6-3	36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
26.	BUMP	W8-1	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
27.	DIP	W8-2	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
28.	PAVEMENTS ENDS	W8-3	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
29.	TRUCK CROSSING (text)	W8-6	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
30.	Watch for ICE on Bridge	W8-13T (folding sign)	36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.88
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
31.	Slow Children	W9-11	18x24	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
32.	Slow Children at Play	W9-12	18x24	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
33.	Watch Children	W9-13	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05

			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.88
34.	Railroad Crossing (symbol)	W10-1	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x30	$38.63	$45.26	$69.15	$27.04	$31.68	$48.40
35.	Pedestrian Crossing (symbol)	W11-2	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
36.	Handicap -symbol-yellow back, black diamond.	W11-9	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.80
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
37.	TRUCK CROSSING (symbol)	W11-10L(R)	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x6	$6.52	$7.84	$12.63	$4.56	$5.48	$8.84
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
38.	HEIGHT symbol- (yellow back, black text. Diamond)	W12-2	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.80
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
39.	LOW CLEARANCE- yellow back, black text	W12-2TP	24x18	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
40.	35 MPH	W13-1	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.80
41.	DEAD END	W14-1	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.80
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
42.	NO OUTLET	W14-2	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.80
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
43.	DEAD END	W14-1aR (L)	24x6	$4.41	$5.30	$8.48	$3.08	$3.71	$5.93
			36x8	$12.65	$15.31	$24.86	$8.85	$10.71	$17.40
44.	AHEAD	W16-9P	24x12	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			30x18	$10.25	$13.80	$26.50	$7.17	$9.66	$18.55
			36x24	$25.02	$30.32	$49.43	$17.51	$21.22	$34.60
45.	BRIDGE OUT–(080 aluminum.- yellow back, black text. diamond.)	W42-3	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.80

Description of Items		TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	DETOUR	M4-8	12x6	$2.46	$2.90	$4.50	$1.72	$2.03	$3.15
			24x12	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			30x15	$10.25	$13.80	$26.50	$7.17	$9.66	$18.55
2.	END	M4-8b	24x12	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			30x15	$10.25	$13.80	$26.50	$7.17	$9.66	$18.55
3.	DETOUR- text & symbol, right, up arrow	M4-9R(L)	30x24	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			48x36	$70.70	$81.30	$119.59	$49.49	$56.91	$83.71
			60x48	$141.40	$162.65	$239.10	$98.98	$113.85	$167.37
		M4-9S	30x24	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			48x36	$70.70	$81.30	$119.59	$49.49	$56.91	$83.71
			60x48	$141.40	$162.65	$239.10	$98.98	$113.85	$167.37
4.	BUMP	CW8-1	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
5.	DIP	CW8-2	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.80
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
6.	PAVEMENT ENDS	CW8-3	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.80
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
7.	WATCH FOR ICE ON BRIDGE	CW8-13T	36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05

.			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
8.	ARROW (pointing down)	CW12-1	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
9.	LOW CLEARANCE	CW12-2TP	24x18	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
10.	DEAD END	CW14-1	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
11.	ARROW SIGN (pointing down)	CW16-7PL (R)	21x15	$10.43	$12.64	$20.61	$7.30	$8.84	$14.42
			24x12	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			30x18	$10.25	$13.80	$26.50	$7.17	$9.66	$18.55
12.	ROAD WORK AHEAD	CW20-1D	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
			60x60	$58.50	$64.65	$98.95	$40.95	$45.25	$69.26
13.	ROAD CLOSED AHEAD	CW20-3D	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
14.	FLAGGER AHEAD	CW20-7Ad	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
15.	WORKERS symbol	CW21-1aT	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
16.	WORKERS AHEAD (text)	CW21-1bT	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
17.	FRESH OIL & FRESH TAR	CW21-2	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
18.	ROAD MACHINERY AHEAD	CW21-3D	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
19.	MOWERS AHEAD	CW21-9T	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
20.	Hand Paddles & Handles	Stop/Stop Paddle w/6 in. handle	18"	$14.84	----	----	----	----	----
			24"	$34.15	----	----	----	----	----
		Stop/Slow Paddle w/6 in. handle	18"	$14.84	----	----	----	----	----
			24	$37.38	----	----	----	----	----
21.	Hand Paddles & Handles	Stop/Stop Paddle w/ handle 60in PVC pole Staff	18"	$36.96	----	----	----	----	----
			24"	$48.50	----	----	----	----	----
		Stop/Slow Paddle w/ handle 60in PVC pole Staff	18"	$32.20	----	----	----	----	----
			24"	$49.42	----	----	----	----	----
22.	ROLL-UP VINYL SIGNS-legends needed for rollup signs (including rib w/orange back ground) will be as follows but not limited to (i.e. road construction ahead, mowers ahead, right lane closed ahead, men working ahead, right & left land closed ahead, end road work, flagman, fresh oil, liter pickup, merge left or right, ramp closed, be prepared to stop, stop sign)		36x36	None	Ref	----	----		
				40.60	79.80				
			48x48	None	Ref	----	----		
				48.95	116.20				
23.	ROLL-UPS:Corner Pocket-Corner Pocket (Plastic)			$4.20		----	----		
24.	ROLL-UPS:Flag Holder System-Flag Holder System			$6.80		----	----		
25.	ROLL-UPS:Left Overlay-Left Velcro Overlay			$24.25		----	----		
26.	ROLL-UPS:OVERLAYS- Overlay for Roll-Up signs			$11.70		----	----		
27.	Complete Set Roll-Up Sign with Universal Stand Non- reflective.			SIZE				PRICE	
				48" x 48"				$154.00	

SCHOOL SIGNS (NIGP Code: 801-83)

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	School Crossing Advance Symbol -Pedestrians walking (green fluorescent back, black)	S1-1	30x30	$38.63	$45.36	$73.44	$27.04	$31.68	$48.40
			36x36	$46.30	$54.25	$88.07	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$169.50	$66.66	$76.57	$112.24
2.	School Bus Stop Ahead-symbol (green fluorescent back, black)	S3-1	30x30	$38.63	$45.36	$73.44	$27.04	$31.68	$48.40
			36x36	$46.30	$54.25	$88.07	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$169.50	$66.66	$76.57	$112.24
3.	School Bus Stop Ahead (green fluorescent back, black text)	S3-1T	30x30	$38.63	$45.36	$73.44	$27.04	$31.68	$48.40
			36x36	$46.30	$54.25	$88.07	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$169.50	$66.66	$76.57	$112.24
4.	School Bus Turn Ahead (green fluorescent back, black text)	S3-2	30x30	$38.63	$45.36	$73.44	$27.04	$31.68	$48.40
			36x36	$46.30	$54.25	$88.07	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$169.50	$66.66	$76.57	$112.24
5.	7:30-8:30AM 2:30-3:30PM (white back, black text)	S4-1P	24x10	$10.43	$12.64	$20.61	$7.30	$8.84	$14.42
			36x18	$22.05	$26.50	$42.99	$15.44	$18.55	$29.68
			48x24	$40.98	$48.05	$73.54	$28.68	$33.63	$51.47
6.	When Children are Present (white back, black text)	S4-2P	24x10	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			36x18	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			48x24	$40.98	$48.05	$73.54	$28.68	$33.63	$51.47
7.	School (green fluorescent back, black text)	S4-3P	24x8	$10.43	$12.64	$20.61	$7.30	$8.84	$14.42
			36x12	$12.65	$15.31	$24.86	$8.85	$10.71	$17.40
			48x16	$41.65	$48.75	$74.50	$29.15	$43.15	$52.15
8.	When Flashing (white back, black text)	S4-4P	24x10	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			36x18	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			48x24	$40.98	$48.05	$73.54	$28.68	$33.63	$51.47
9.	School Speed Limit Sign W/When Flashing	S5-1	24x48	$45.98	$53.05	$82.53	$32.16	$37.13	$57.77
			36x72	$152.25	$175.15	$257.50	$106.57	$122.60	$180.25
			48x96	$199.44	$227.70	$329.65	$139.60	$159.39	$230.75
10.	End School Zone	S5-2	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			36x48	$61.38	$71.99	$110.21	$42.96	$50.39	$77.14
11.	End School Zone	S5-2aTP	24x10	$9.25	$10.95	$42.38	$6.47	$7.66	$12.14
12.	Cell Phone Use Prohibited up to $200 Fine	S7-1T	24x18	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
			36x18	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			48x36	$61.38	$71.99	$110.21	$42.96	$50.39	$77.14
13.	500 FEET	SW16-2P	24x18	$13.30	$15.96	$27.23	$9.31	$11.17	$17.85
			30x24	$22.04	$26.46	$45.24	$15.42	$18.52	$29.66
14.	Arrow(pointing down)	SW16-7PL(R)	21x15	$10.43	$12.64	$22.04	$7.30	$8.84	$14.42
			24x12	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			30x18	$10.25	$13.80	$26.50	$7.17	$9.66	$18.55
15.	AHEAD	SW16-9P	24x12	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			30x18	$10.25	$13.80	$26.50	$7.17	$9.66	$18.55
			36x24	$25.02	$30.32	$52.86	$17.51	$21.22	$34.60
16.	YIELD TO PEDESTRIANS green fluorescent back, black & red text	R1-6	12x36	$12.65	$15.31	$26.58	$8.85	$10.71	$17.40
17.	Bicycle Symbol	W11-1	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24

OBJECT MARKERS

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	OBJECT MARKERS YELLOW - Object Marker W/ 9 Yellow Reflectors	OM1-1	18x18	$25.00	$29.00	$35.00	N/B	N/B	N/B
2.	OBJECT MARKERS: YELLOW - Object Marker W/ 3 Yellow Reflectors	OM2-1V	12x6	$12.95	$16.95	$23.00	N/B	N/B	N/B
3.	OBJECT MARKERS: EGP - Bridge Marker (Yellow/Black Stripes)Left Or Right	OM-3R(L)	36x12	$12.65	$15.31	$26.58	$8.85	$10.71	$17.40
4.	OBJECT MARKERS: EGP - Bridge Marker (yellow/black chevrons) center	OM-3C	36x12	$12.65	$15.31	$26.58	$8.85	$10.71	$17.40
5.	OBJECT MARKERS: RED – End of Roadway Marker- Barricade Markers W/ 9 Red Reflectors	OM4-1	18x18	$25.00	$29.00	$35.00	N/B	N/B	N/B
6.	OBJECT MARKERS: RED – End of Roadway Marker- Black W/ 9 Red Reflectors	OM4-2	18x18	$25.00	$29.00	$35.00	N/B	N/B	N/B
7.	VERTICAL PANELS		12x24	$53.10	$58.95	$81.50	$37.10	$41.30	$57.10
			12x36	$44.60	$47.95	$69.50	$31.25	$33.60	$48.70
			8x24	$67.95	$71.50	$86.50	$47.60	$50.10	$60.60
			18x24	N/B	N/B	N/B	N/B	N/B	N/B

SPECIALTY SIGNS .080 ALUMINUM (NIGP Code: 801-40)

	Description of Items	Single or Double Face	Sizes	Category-A New Signs			Category- B Re-Facing of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	Specialty Signs	S/F	2"x16"	$2.96	$3.48	$5.40	$2.07	$2.43	$3.78
		D/F	2"x16"	$3.46	$4.50	$7.80	$2.42	$3.15	$5.46
2.	Specialty Signs	S/F	4'x8'	$150.00	$195.00	$295.00	$105.00	$136.50	$206.50
		D/F	4'x8'	$200.00	$275.00	$485.00	$140.00	$192.50	$339.50
3.	Specialty Signs	S/F	5"x5"	$2.90	$3.40	$5.35	$2.03	$2.38	$3.74
		D/F	5"x5"	$3.40	$4.45	$7.75	$2.38	$3.11	$5.42
4.	Specialty Signs	S/F	6"x12"	$3.70	$4.35	$6.75	$2.59	$3.04	$4.72
		D/F	6"x12"	$4.32	$5.48	$9.72	$3.02	$3.83	$6.80
5.	Specialty Signs	S/F	9"x30"	$10.10	$11.75	$17.70	$7.07	$8.22	$12.39
		D/F	9"x30"	$13.25	$16.50	$28.40	$9.27	$11.55	$19.88
6.	Specialty Signs	S/F	12' X 3'	$175.00	$220.00	$335.00	$122.50	$154.00	$234.50
		D/F	12' X 3'	$225.00	$310.00	$550.00	$157.50	$217.00	$385.00
7.	Specialty Signs	S/F	12"x 9"	$8.55	$9.85	$14.65	$5.98	$6.89	$10.25
		D/F	12"x 9"	$10.99	$13.65	$23.19	$7.69	$9.55	$16.23
8.	Specialty Signs	S/F	12"x18"	$8.80	$10.15	$14.90	$6.16	$7.10	$10.43
		D/F	12"x18"	$10.70	$13.10	$21.50	$7.49	$9.17	$14.84
9.	Specialty Signs	S/F	12"x 24"	$13.50	$15.75	$24.65	$9.45	$11.02	$17.25
		D/F	12"x 24"	$16.85	$20.90	$34.15	$11.79	$14.63	$23.90
10.	Specialty Signs	S/F	18"x12"	$8.80	$10.15	$14.90	$6.16	$7.10	$10.43
		D/F	18"x12"	$10.70	$13.10	$21.50	$7.49	$9.17	$15.05
11.	Specialty Signs	S/F	18"x 18"	$11.57	$13.50	$21.66	$8.09	$9.45	$15.16
		D/F	18"x 18"	$14.50	$22.85	$31.50	$10.15	$15.99	$22.05
12.	Specialty Signs	S/F	18"x24"	$15.30	$17.96	$27.51	$10.71	$12.57	$19.25
		D/F	18"x24"	$19.15	$23.75	$40.65	$13.40	$16.62	$28.45
13.	Specialty Signs	S/F	18"x 30"	$21.96	$25.50	$35.50	$15.37	$17.85	$24.85
		D/F	18"x 30"	$26.75	$31.50	$48.65	$18.72	$22.05	$34.05
14.	Specialty Signs	S/F	18"x 6"	$5.61	$6.27	$8.66	$3.92	$43.89	$6.06
		D/F	18"x 6"	$7.25	$8.50	$13.65	$5.07	$5.95	$9.55
15.	Specialty Signs	S/F	18"x 9"	$7.26	$8.24	$11.83	$5.08	$5.76	$8.28
		D/F	18"x 9"	$8.70	$10.45	$16.80	$6.09	$7.31	$11.76

16.	Specialty Signs	S/F	24"x12"	$13.50	$15.75	$24.65	$9.45	$11.02	$17.25
		D/F	24"x12"	$16.85	$20.90	$34.15	$11.79	$14.63	$23.90
17.	Specialty Signs	S/F	24"x18"	$15.30	$17.96	$27.51	$10.71	$12.57	$19.25
		D/F	24"x18"	$19.15	$23.75	$40.65	$13.40	$17.33	$28.45
18.	Specialty Signs	S/F	24"x24"	$18.66	$22.19	$34.93	$13.06	$15.53	$24.45
		D/F	24"x24"	$23.65	$29.90	$52.41	$16.55	$20.93	$36.68
19.	Specialty Signs	S/F	24"x30"	$24.50	$28.50	$44.50	$17.15	$19.95	$31.15
		D/F	24"x30"	$30.70	$38.10	$66.35	$21.49	$26.67	$46.44
20.	Specialty Signs	S/F	24"x36"	$27.10	$32.50	$51.50	$18.97	$22.75	$36.05
		D/F	24"x36"	$34.55	$44.02	$77.75	$24.18	$30.81	$54.42
21.	Specialty Signs	S/F	30"x30"	$28.00	$33.50	$51.50	$19.60	$23.45	$36.05
		D/F	30"x30"	$35.80	$45.55	$78.85	$25.06	$31.88	$55.19
22.	Specialty Signs	S/F	30"x24"	$24.50	$28.50	$44.50	$17.15	$19.95	$31.15
		D/F	30"x24"	$30.70	$38.10	$66.35	$21.49	$26.67	$46.44
23.	Specialty Signs	S/F	36"x12"	$14.75	$17.50	$25.00	$10.32	$12.25	$17.50
		D/F	36"x12"	$18.50	$23.50	$38.15	$12.95	$16.45	$26.20
24.	Specialty Signs	S/F	36"x36"	$38.50	$42.25	$66.00	$26.95	$29.57	$46.20
		D/F	36"x36"	$49.75	$59.55	$105.33	$34.82	$41.68	$73.73
25.	Specialty Signs	S/F	48"x48"	$75.50	$89.50	$140.50	$52.85	$62.65	$98.35
		D/F	48"x48"	$95.50	$120.85	$210.50	$66.85	$84.59	$147.00
26.	Specialty Signs	S/F	48"x72"	$145.00	$190.00	$290.00	$101.50	$133.00	$203.00
		D/F	48"x72"	$217.50	$285.00	$435.00	$152.25	$199.50	$304.50
27.	Specialty Signs	S/F	48"x96"	$150.00	$195.00	$295.00	$105.00	$136.50	$206.50
		D/F	48"x96"	$200.00	$275.00	$485.00	$140.00	$192.50	$339.50
28.	Specialty Signs	S/F	60"x48"	$140.00	$185.00	$285.00	$98.00	$129.50	$99.50
		D/F	60"x48"	$190.00	$265.00	$475.00	$133.00	$185.00	$297.50
29.	Specialty Signs	S/F	72"x36"	$60.10	$70.75	$108.95	$42.07	$49.52	$76.26
		D/F	72"x36"	$90.00	$106.25	$163.45	$63.00	$74.37	$114.41
30.	Specialty Signs	S/F	72"x48"	$145.00	$190.00	$290.00	$101.50	$133.00	$203.00
		D/F	72"x48"	$217.50	$285.00	$435.00	$152.25	$199.50	$304.50
31.	Specialty Signs	S/F	96"x36"	$110.00	$136.25	$212.75	$77.00	$95.37	$148.92
		D/F	96"x36"	$165.00	$204.50	$319.15	$115.50	$143.15	$223.40
32.	Specialty Signs	S/F	96"x48"	$150.00	$195.00	$295.00	$105.00	$136.50	$206.50
		D/F	96"x48"	$200.00	$275.00	$485.00	$140.00	$192.50	$339.50
33.	Project signs-Plywood	S/F	4"x8"	$150.00	$185.00	$250.00	$105.00	$129.50	$175.00
		D/F	4"x8"	$200.00	$265.00	$285.00	$140.00	$185.50	$199.50

Description of Items		Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
			Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	Blank sign	6x12	$2.17	$2.76	$4.24	$1.65	$2.00	$3.07
2.	Blank sign	6x18	$3.20	$3.84	$6.23	$2.50	$2.80	$4.46
3.	Blank sign	6x24	$3.86	$4.66	$7.93	$2.80	$3.46	$5.65
4.	Blank sign	6x30	$4.76	$5.86	$9.84	$3.47	$4.22	$6.97
5.	Blank sign	6x36	$5.68	$7.01	$11.79	$4.06	$4.87	$8.35
6.	Blank sign	6x48	$8.09	$9.86	$16.23	$5.75	$7.01	$11.56
7.	Blank sign	9x12	$5.68	$7.01	$11.79	$4.06	$4.87	$8.35
8.	Blank sign	9x18	$4.63	$5.62	$9.20	$3.44	$4.07	$6.58
9.	Blank sign	9x24	$5.64	$6.97	$11.75	$4.10	$5.05	$8.45
10.	Blank sign	9x30	$6.98	$8.65	$14.61	$5.05	$6.25	$10.50
11.	Blank sign	9x36	$8.36	$10.35	$17.51	$5.95	$7.75	$12.75
12.	Blank sign	9x48	$11.05	$13.70	$23.26	$8.00	$9.75	$16.75
13.	Blank sign	18x12	$5.95	$7.28	$15.78	$4.46	$5.50	$11.80
14.	Blank sign	18x18	$8.27	$10.26	$17.42	$5.90	$7.45	$12.87
15.	Blank sign	18x24	$11.66	$14.31	$23.87	$8.80	$10.50	$16.95
16.	Blank sign	21x15	$9.05	$11.26	$19.23	$6.50	$8.00	$13.75
17.	Blank sign	24x18	$11.66	$14.31	$23.87	$8.50	$10.75	$16.85
18.	Blank sign	24x24	$14.47	$18.01	$30.75	$10.45	$12.85	$21.95
19.	Blank sign	24x30	$19.31	$22.73	$39.65	$14.00	$16.10	$28.25
20.	Blank sign	24x36	$21.74	$27.04	$46.15	$15.50	$19.25	$32.60
21.	Blank sign	30x30	$22.41	$27.94	$47.84	$15.80	$19.75	$34.70
22.	Blank sign	30x36	$28.25	$34.88	$58.77	$19.95	$24.65	$41.45
23.	Blank sign	36x12	$11.01	$13.66	$23.22	$7.85	$9.75	$16.85

24.	Blank sign	36x36	$31.41	$42.37	$71.03	$22.35	$29.95	$49.90
25.	Blank sign	36x48	$45.94	$56.55	$94.77	$32.50	$39.75	$66.70
26.	Blank sign	48x9	$11.87	$14.52	$24.08	$8.50	$10.35	$17.00
27.	Blank sign	48x24	$28.94	$36.01	$61.49	$20.70	$25.65	$43.45
28.	Blank sign	48x48	$60.61	$74.75	$125.71	$42.60	$52.50	$88.45
29.	Blank sign	48x96	$114.13	$142.42	$244.34	$80.10	$99.90	$174.00
30.	Blank sign	60x24	$38.29	$47.18	$78.98	$27.00	$33.50	$55.65
31.	ADA Men Restroom Sign W/Symbol	9x6	$12.90					
32.	ADA Unisex Restroom Sign W/Symbol	9x6	$12.90					
33.	ADA Women Restroom Signs W/Symbol	9x6	$12.90					

	Description Of Items	Sizes	Price
1.	Lettering on Door Glass (Including installation, County seal, names, suite & phone number)	Std. 30"	$120.00
2.	Decals	11 ½" x16"	$16.95
3.	Municipal Emblems (pressure sensitive)		$16.95
4.	Door Graphics- Non-Reflective Installation included…	30" x 24"	$95.00

VEHICLE LETTERING(NIGP Code: 225-26)

1.	VEHICLE LETTERING: Vehicle Lettering 2-Door Lettering 2-Door, Non-Reflective, Including Installation	24" x 18"	$120.00
2.	VEHICLE LETTERING: Vehicle Lettering Tailgate- Non-Reflective, Including Installation	48" x 12	$90.00

	Description of Items	Sizes	Price
1.	Pavement Markers 2- Way without Adhesive.	4"x4"	$1.25
2.	Pavement Markers 1-Way With Adhesive	4"x4"	$2.70
3.	Pavement Markers 2- Way With Adhesive	4"x4"	$2.80
4.	Ceramic Pavement Marker without Adhesive. White or Yellow	4"	$ .80
5.	Plastic Pavement Buttons without Adhesive. White.	4"	$ .54
6.	Plastic Pavement Marker without Adhesive. Yellow	4"	$ .58
7.	Butyl Pads (Adhesive for Pavement Markers)	4"x4"	$ .86
8.	Ceramic Button without Reflector White or Yellow.	6"x6"	$12.60
9.	Qwik Stix Adhesive Bar		$25.00
10.	Rumble Strip w/o Adhesive- yellow	4"x24"	$10.55
11.	Jiggle Bars	6'x6'	$8.40

	Description Of Items	Sizes	Price
1.	POSTS: Post Galv. G90	8'	$13.80
		10'	$16.85
		12'	$20.25
2.	POSTS: Poz-Loc (Includes Post, Socket & Wedge)	10'	$34.75
3.	POSTS: Slipbase Assembly System	10'	$165.50
4.	POSTS: Sq.Tubing	10' x 1½"	$25.10
		2"x2"x12'	$28.50
5.	POSTS: 10'x3" 10BWG. Gal. 2.7/8" Dia.	10'	$56.00
6.	POSTS: Galv. U-Channel	12'	$32.55
		8'	$21.75
		10'	$27.15
		6'	$16.30
7.	POSTS: Green U-Channel ribbed	10'	$22.58
		12'	$28.19
8.	POSTS: Poz-Loc System	12'	$37.50
9.	POSTS: Slipbase 10BWG TX DOT	12'	$174.85
10.	POSTS: Post ONLY 10BWG	12'x3"	$65.95

11.	POSTS: Wood Posts Painted White	4"x4"x10'	$33.95
12.	POSTS: Wood Post	4"x4"x12'	$39.95
13.	POSTS: Galv. Delineator Post	6'	$9.60
14.	POSTS: Green Delineator Post	6'	$7.90
15.	POSTS: Green U-Channel	8'	$18.10
16.	POSTS- Poz-Loc Post	8'	$13.80
17.	POSTS: Casting (Top part of Base for Slipbase Assembly) With Bolts & Keeper Plate		$51.95
18.	POSTS: Flange Base	2-3/8"	$21.00
19.	POSTS: Keeper Plate only (no hardware)		$1.50
20.	POSTS: Pozloc Wedge-Poz-Loc Wedge G210		$3.24
21.	POSTS: Socket & Wedge for Poz-Loc		$14.15
22.	POSTS: Socket 27" for Poz-Loc	27"	$10.80
23.	POSTS: Splice connector		$10.50
24.	POSTS: Ground Stub for Slip Base Assembly	3"x36"	$57.50
25.	POSTS: Wood Post 6' x 8" Dia. Dome -Top Wood Post, Dome Top Posts 8" Diameter	6'-3"	$49.00
26.	POSTS:VALVE MARKERS		$18.95
27.	Stub Post & Hardware (u-channel green)		$8.50
28.	POST DRIVER- (manual)		$54.00
29.	BRACKET: Dome Cap	2"	$1.00
		3"	$2.50
30.	BRACKET: Back to Back Bracket	2"	$5.20
31.	BRACKET: Cross Bracket	5½"	$4.20
		12"	$12.60
32.	BRACKET: Post Round SIGN Bracket	2"	$4.95
		3"	$12.85
33.	BRACKET: Post Cap U-Channel		5 ½ " --$4.20 12"-- $12.85
34.	BRACKET: U Bolt Clamp	2"	$4.20
		3"	$12.85
35.	BRACKET: Post Cap 6" blade	3" x 5½"	$6.30
		2"x 5½"	$4.20
36.	BRACKET: Post Cap- 9" blade	2"x12"	$12.85
		3"x12"	$15.85
37.	BRACKET: Post Cap- flat	1- ¾ sq. post	$3.95
38.	BRACKET: Wing Bracket (all sign plate)	12"	$8.75
		18"	$10.85
		24	$14.85
39.	BRACKET: Wing Bracket (cantilever bracket)	16"	$12.15
		24"	$30.65
40.	BRACKET: Mast arm buckle bracket	16	$16.95
41.	LOCKNUTS		$ .06
42.	ANTI-THEFT BOLTS	5/16 x 2 ¼	$27.30
		5/16 x 1-3/4	$32.35
43.	ANTI-THEFT NUTS	5/16	$30.73
44.	BOLTS	5/16 x 2½ x 3	$ .41
45.	BOLTS	¼ x 2"	$ .47
46.	SCREWS FOR Brackets (blade holders)	¼"	$ .25
47.	ALLEN WRENCH TOOL	5"	$5.95
		12"	No bid

	Description of Items	Sizes	Price
1.	Delineator: Surface Mount Delineators including Epoxy	36"	$23.20
		48"	$25.95
2.	Delineator: Flexible Delineator, Orange or Yellow with 2 HIP Stripes & Butyl Pad	60"	$16.15
3.	Delineator: Flex Marker White Post w/ White or Yellow Reflector Stripe	66"	$14.75

4.	Delineator: Flex Delin. w/ stripe	72"	$20.30
5.	Guardrail Delineator-Steel 1-Way Yellow Guardrail Delineator..Bolt-On		$8.00

	Description Of Items	Sizes	Price
1.	BARRICADE PANEL: Wood Barricade Panels, EG, SS: END OF ROAD (Red/White)	10'	$31.00
2.	BARRICADE PANEL: Wood Panels, EG, SS: END OF ROAD (Red/White)	12'	$35.00
3.	BARRICADE PANEL: Plastic Barricade Panel DS HIP Orange and White	8'	$48.00
4.	BARRICADE PANEL: Plastic Barricade Panel, HIP, SS: Orange/White	8'	$38.00
5.	BARRICADE PANEL: Wood Barricade Panels, EG, SS: END OF ROAD (Red/White)	8'	$26.00

	Description Of Items	Sizes	Price
1.	BARRICADES: Type III Barricade End of Road- Wood S/S Red & White	10'	$195.00
2.	BARRICADES: Type III Barricade End of Road- Wood S/S Red & White	12'	$215.00
3.	BARRICADES: Type III Barricade End of Road- Wood EG S/S Red & White	8'	$170.00
4.	BARRICADES: Type I Plastic A-FRAME Barricade w/1 Panel & 2-Legs	8'	$107.20
5.	BARRICADES: Type III Plastic Break-Away Barricade, D/S Orange & White H/I	8'	$210.00
6.	BARRICADES: Type III Plastic Break-Away Barricade, S/S Orange & White H/I	8'	$180.00
7.	BARRICADES: Marker-	24"x 24"	$25.00
8.	BARRICADES: Temporary Barrier Fence Orange Temporary Mesh Barrier Fence	4'x100'	$40.00
9.	Quick Fence Safety System		20 lbs--$298.00 30 lbs--$349.00

	Description Of Items	Sizes	Price
1.	BARRICADE TAPES: Barricade Tape Red & White LEFT or RIGHT	8" x 50 Yd. (engineer grade)	$119.00
2.	BARRICADE TAPES: Barricade Tape Orange or White LEFT or RIGHT	8" x 50 Yd. (high intensity)	$245.00
3.	BARRICADE TAPES: Barricade Tape Red & White LEFT or RIGHT	8" x 50 Yd. (high intensity)	$245.00

BARRELS (NIGP Code: 550-42)

	Description Of Items	Sizes	Price
1.	Barrel Tape- White Engineering Grade	4" x 50 yds	$82.95
		6" x 50 yds.	$89.50
2.	BARRELS: Barrel w Tire Ring Base		$46.95
3.	BARRELS: Tire Rings		$4.95
4.	BARRELS: VERTICAL PANELS Vertical Panels w/ H/I sheeting & 20 lb. base		$46.95

CONES (NIGP Code: 550-78)

	Description Of Items	Sizes	Price
1.	CONES: Cone Slim	18"	$6.25
2.	CONES: Cone w/ Collar	18"	$9.70
3.	CONES: Cone Slim	28"	$13.10
4.	CONES: Cone w/ Collar	28"	$16.65
5.	CONES: Reflective Collar	4"	$3.65
6.	CONES: Reflective Collar	6"	$3.75
7.	CONES: Channelizer for Caution Tape with Reflective Collars	42"	$10.00
8.	CONES: CONE SIGNS Snap on Cone Sign w/ wording.	12"x13"	$9.90

	Description Of Items	Sizes	Price
1.	FLAGS: Safety Flag with Stay	18" x 18"	$3.25
2.	FLAGS: Safety Flag with Stay	24x24	$4.10

	Description Of Items	Sizes	Price
1.	MARKING TAPE Conspicuity Tape - D/G. Red, Yellow or White.	3"x50 yds	$205.00
2.	MARKING TAPE: Barrier Tape	3"x1000'	$10.00
3.	MARKING TAPE: Caution Tape 3MIL	3"x1000'	$10.00
4.	MARKING TAPE: Conspicuity D/G. Red, Yellow or White.	2"x50 yds	$135.00
5.	MARKING TAPE: Conspicuity Tape D/G, Solid Red.	4"	$270.00

6.	MARKING TAPE: Conspicuity Tape D/G, red & white	2'x50 yds	$130.00
7.	MARKING TAPE: Conspicuity Strips D/G	2"x 18"	$1.65
8.	MARKING TAPE: Crosswalk Pavement Marking	12'x25yds.	$390.00
9.	MARKING TAPE: Fire Line -Do Not Cross.	3"x1000'	$10.00
1.	REFLECTIVE TAPE-General Purpose tape- Red, White , Yellow rolls	1"x 30" yd	$16.00
		2"X 30" yd	$31.00
		3"x 30" yd	$46.00

	Description Of Items	Sizes	Price
1.	REFLECTORS: Block of Bituminous Marker Adhesive	100 lb	$268.50
2.	REFLECTORS: Barrier Reflector with 4" Single Side HIP Sheeting.	14"	$6.81
3.	REFLECTORS: D/S Concrete Barrier Markers..Yellow or White w/ 3"x4" HIP	16"	$8.50
4.	REFLECTORS: White S/S 3"x4" HIP Sheeting 16" S/S Concrete Barrier Marker	16"	$7.50
5.	REFLECTORS: .080 Reflector D-9-S Aluminum Delineator Reflectors. DG Yellow, White or Red.	4" x 4"	$2.25
6.	REFLECTORS: Plastic Pavement Marker Yellow Button Round	3"	$ .54
7.	REFLECTORS: Reflectors Round Plastic	3"	$ .62
8.	REFLECTORS: Rectangular Type A & C	3"x8"	TYPE A--$1.05
			TYPE C--$2.50

SPEED BUMP (NIGP Code: 550-79)

	Description Of Items	Sizes	Price
1.	SPEED BUMP: Speed Bumps with all hardware	10'	$210.00
		12"	$251.00
2.	SPEED BUMP: Black & Yellow Speed Bumps	6'	$173.60
3.	SPEED BUMP: Car Stops Yellow & Blk Recycled Rubber w/12" Spikes for Asphalt or Gravel	6'	$110.00
4.	SPEED BUMP- Cement Car Stop, (unpainted) with 12" Spikes for Asphalt or Cement.	6"	$38.00
5.	SPEED BUMP: Speed Bump Plastic	6'	$105.00
		9'	$199.00
6.	SPEED BUMP: Speed Bump Spikes	12" x 1/2"	$3.25

	Description Of Items	Sizes	Price
1.	STANDS: Big Buster Stand		$225.25
2.	STANDS: Little Buster portable stand		$151.50
3.	STANDS: Portable Stop 7' Stand Portable Stop Stand with a 7' Plastic X-Tube Upright, Yeti Rubber Foot with 4" Riser Stub, 24" HIP Stop Sign.		$240.00
4.	STANDS: Universal		$107.50
5.	STANDS: Zephyr Stand		$83.45
6.	FRAMES: Tripod for Construction Signs with Flag Holders	36"	$69.00
		48"	$64.00

PAVEMENT MARKING STENCIL (NIGP Code: 962-53)

	Description Of Items	Size	Letters	Stencil
1.	STENCIL: STOP (LETTERING) in Duro	36"	$45.85	
		48"	$25.60	
2.	STENCIL: Brass Interlocking Stencils	4"		$258.00
3.	STENCIL: Fire Lane Stencil	4"		$14.65
4.	STENCIL: No Parking Stencil	4"		$14.65
5.	STENCIL: Number Kit Maxi	4"		$29.50
6.	STENCIL: Wording kit	4"		$47.50
7.	STENCIL: Arrow - Duro	42"		$19.25
8.	STENCIL: Arrow - Max	42"		$37.50
9.	STENCIL: Arrow Kit, Standard Arrow Kit...One (1) arrow UP, One (1) Arrow Curved Tail	42"	$38.50	$77.00
10.	STENCIL: Handicap Symbol Maxi	72"x63"		$125.00
		48x48		$77.00

11.	STENCIL: Fire Lane No Parking Duro Stencil	4"		$29.50
12.	STENCIL: Fire Lane No Parking Maxi Stencil	4"	$57.00	

MISC.

	Description Of Items	Sizes	Price
1.	Clear Overlay - Stops-Graffiti Proof Overlay	24"	$483.00
		30"	$603.75
2.	Epoxy (Kit, pads, sticks)	1 gallon	$105.00
		5 gallon	$440.00
		4x4 pads	$ .85
		quick sticks	$25.00
3.	Slow Moving placard triangle .040 aluminum		$14.95
4.	Slow Moving decal triangle		$9.95
5.	Fence Sign Holder-Link Fence Sign Holder		$3.85
6.	Warning Triangles (Set of 3)	16"	$39.95
7.	Mast Arm Buckle Bracket	16"	$16.95
8.	Transfer Tape	1"	$3.60
		2"	$7.15
		4"	$12.40
		6"	$21.45
		8"	$28.60
		10"	$30.60
		12"	$38.50
		13"	$46.25
		14"	$49.90
		15"	$53.60
		16"	$57.40
		18"	$57.40
9.	TXDOT Placard (OSHA) DECALS	10" x 10"	$7.95
10.	TXDOT Placard (OSHA) .040 ALUMINUM	10" x 10"	$7.95

DELIVERY			DELIVERY TIME
11.	Estimated Delivery Time for Standard (In-Stock) signs:		3 Work Days
12.	Estimated Delivery Time for Non-Standard (Not-In Stock)	Small orders:	7- 10 Work Days
		large orders	7-15 Work Days

OTHER MISCELLANEOUS LIST

	PERCENTAGE
On All Road Signs, Posts & Misc. Supplies Not Listed –Hidalgo County Will Receive a percentage o ff Bidders Catalog List Prices. <u>All Applicable Catalogs With List Prices Must Accompany Any Bids Submitted</u>	10%

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/15/2013

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

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

PRODUCER RYLANT GROUP, INC. PO BOX 2248 GRAND RAPIDS MI 49501-2248	CONTACT NAME: CUSTOMER SERVICE CENTER PHONE (A/C, No, Ext): (866) 972-7378 FAX (A/C, No): (800) 455-9611 E-MAIL ADDRESS: BUSINESS.CUSTOMERSERVICE@ARGERSINSURANCE.COM
INSURED MARTIN & MARGARITA PENA DBA DELTA SPECIALTIES, SIGNS & SUPPLIES 10205 E STATE HIGHWAY 107 EDINBURG TX 78542	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: ASSURANCE COMPANY OF AMERICA — 19356 INSURER B: MARYLAND CASUALTY — 19305 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: Cert ID 119805 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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	Y	Y	PAS038483617	7/9/2013	7/9/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	PAS038483617	7/9/2013	7/9/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) HIRED AUTO PHY DAM	$ 1,000,000 $ $ $ $ 50,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	PAS038483617	7/9/2013	7/9/2014	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC038670213	7/9/2013	7/9/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
								$ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
HIDALGO COUNTY IS DESIGNATED AS ADDITIONAL INSURED AFFORDED BY THIS POLICY AS SUBJECT TO THE POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY 2802 S BUSINESS HIGHWAY 281 EDINBURG TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© The ACORD name and logo are registered

ACORD 25 (2010/05)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/9/2014

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 HYLANT GROUP, INC. PO BOX 2248 GRAND RAPIDS MI 49501-2248	CONTACT NAME: CUSTOMER SERVICE CENTER PHONE (A/C, No, Ext): (866) 972-7378 FAX (A/C, No): (800) 455-9611 E-MAIL ADDRESS: BUSINESS.CUSTOMERSERVICE@FARMERSINSURANCE.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : FOREMOST INSURANCE COMPANY	11185
INSURED MARTIN & MARGARITA PENA DBA DELTA SPECIALTIES, SIGNS & SUPPL 10205 E STATE HIGHWAY 107 EDINBURG TX 78542	INSURER B : FOREMOST PROPERTY AND CASUALTY	11800
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 134369 **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 [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC [X] OTHER:	Y	N	PAS038483617	7/9/2014	7/9/2015	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS	Y	N	PAS038483617	7/9/2014	7/9/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	N	PAS038483617	7/9/2014	7/9/2015	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC038670213	7/9/2014	7/9/2015	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

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

SIGN PAINTING OR LETTERING/ HIDALGO COUNTY IS DESIGNATED AS ADDITIONAL INSURED AFFORDED BY THIS POLICY AS SUBJECT TO THE POLICY TERMS AND CONDITIONS.

MARTIN PENA AND MARGARITA PENA ARE EXCLUDED FROM WORKERS COMPENSATION

CERTIFICATE HOLDER

HIDALGO COUNTY

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

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AI-49985 **Purchasing Department** **13. C.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of payment of Invoice #11325160 in the amount $12,734.05 submitted by L&G Consulting Engineers Inc., in connection with professional engineering services provided under Contract C-15-046-03-03 (WA#1), for Pct 2 Regional Hike & Bike Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1200-431-00-122-110-0-334

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

BUDGETARY IMPACT:

Funding available through PO#722591 in the amount of $75,588.32

Attachments

Invoice#11325160

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	06/05/2015 09:47 AM
Budget & Management	Veronica Ortiz	06/05/2015 09:56 AM
Obdett Calzada	Obdett Calzada	06/05/2015 10:40 AM
Auditor's Office	Monica Badillo	06/05/2015 04:46 PM
Form Started By: Carlos Jasso		Started On: 06/04/2015 01:24 PM
Final Approval Date: 06/05/2015		

L &G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956)565-9813 Fax (956)565-9018

INVOICE#: 11325160
INVOICE DATE: 5/31/2015

BILL TO:
Hidalgo County Pct. #2
300 W. Hall Acres Rd.
Pharr, TX 78589

JOB:150101
Regional Hike and Bike Project
WA#1 - PO#722591

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of May 2015.						
10201-Task 1-Preliminary Design Values	2,691.28	2,691.28		2,691.28	100.0	-
10203-Task 2-Uncontrolled Mapping (w/Contours & GIS Info)	12,634.12	11,370.71	1,263.41	12,634.12	100.0	-
10204-Task 3-Preliminary Location Design Layout	8,995.84	8,096.26	899.58	8,995.84	100.0	-
10205-Task 4-Preliminary ROW Requirements	4,560.32	4,104.29	456.03	4,560.32	100.0	-
10206-Task 5-Preliminary Cost Estimates	7,899.32	7,109.39	789.93	7,899.32	100.0	-
10208-Task 6-Preliminary Environmental Analysis (for fata	2,423.38	2,181.04	242.34	2,423.38	100.0	-
10209-Task 7-Preparation of Project Fact Sheet (Est. Loca	2,572.88	2,315.59	257.29	2,572.88	100.0	-
10211-Task 8-Evaluation of Crossings at Major Roadway & C	6,229.72	5,606.75	622.97	6,229.72	100.0	-
10212-Task 9-Design Visualization	4,410.78	3,969.70	441.08	4,410.78	100.0	-
10213-Task 10-Production of Funding Application	5,756.28	4,317.21	1,439.07	5,756.28	100.0	-
10214-Task 11-Outreach with Affected Municipalities	3,688.00	2,766.00	922.00	3,688.00	100.0	-
10215-Task 12-Meetings & Coordination & Support for Projec	11,101.40	8,326.05	2,775.35	11,101.40	100.0	-
	72,963.32	62,854.27	10,109.05	72,963.32		-
Direct Expenses	2,625.00	0.00	2,625.00	2,625.00	100.0	-
	2,625.00	0.00	2,625.00	2,625.00		-
TOTALS:	75,588.32	62,854.27	12,734.05	75,588.32	100.0	0.00

PO # 722591
5-1200-431-00-122-110-0-334
Req # 272632

ORIGINAL CONTRACT SUM	$	75,588.32
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	75,588.32
TOTAL COMPLETED TO DATE	$	75,588.32
LESS PREVIOUS INVOICES	$	62,854.27
CURRENT PAYMENT DUE	$	12,734.05

PROJECT MANAGER'S SIGNATURE

2015 JUN 1 PM 3 06
HIDALGO COUNTY
PRECINCT NO. 2

INVOICE RECEIVED BY:
Belenda Mtz ON 6/1/15
GOODS/SERVICES RECEIVED BY
Armando Ponce ON 6/1/15

Task 5 ~ Preliminary Cost Estimates	L&G	100.0%
Task Complete – L&G has developed preliminary construction cost estimates for the various alignments for final selected ACP option (TPA). Final construction cost estimates were included in the funding application.		
Task 6 ~ Preliminary Environmental Analysis (for fatal flaws)	L&G	100.0%
Task Complete – L&G investigated the TPA route with respect to environmental constraints to ensure no adverse impacts (those that may create fatal flaws) are noted. No adverse impacts were noted and therefore no further preliminary study is required.		
Task 7 ~ Preparation of Project Fact Sheet (Est. Local Cost vs. Total Project Cost)	L&G	100.0%
Task Complete – L&G developed a Project Fact Sheet based on the final TPA that estimates total project costs and proposed financial commitments from Cities based on % of project alignment within each city limits.		
Task 8 ~ Evaluation of Crossings at Major Roadways & Coordination w/ TxDOT	L&G	100.0%
Task Complete – L&G has evaluated crossing locations at major roadway crossings from the project and developed a design visualization option incorporating a box culvert serving as a Pedestrian Tunnel for use in vicinity of Drainage Ditch.		
Task 9 ~ Design Visualization	L&G	100.0%
Task Complete – L&G has developed various exhibits as noted in other Tasks including project funding application exhibits as well as renderings for the proposed Pedestrian Tunnels as noted in Task 8.		
Task 10 ~ Production of Funding Application	L&G	100.0%
Task Complete – L&G has completed the final HCMPO TAP application for funding of the proposed project. HCMPO TAP application was submitted to HCMPO on behalf of HC Pct. 2 on 5-8-2015 for ranking/scoring. As per correspondence with HCMPO, the project was ranked 1st among all entries (ranking will be voted forward by TAC at June Mtg., will undergo Public Involvement for 30 calender days and will be voted in by TPC at July Mtg.).		
Task 11 ~ Outreach with Affected Municipalities	L&G	100.0%
Task Complete – L&G has completed outreach with affected cities in the area through general correspondence and meetings. Resolution of Support draft language has been coordinated with City Commissions (McAllen, Pharr, San Juan) and County (approved by all).		
Task 12 ~ Meetings & Coordination & Support for Project Development Activities	L&G	100.0%
Task Complete – L&G has been in constant contact with HC Pct. 2 personnel on the development of the project. This project is complete (all tasks complete) therefore this task is complete.		

ODE ~ Other Direct Expenses	L&G	100.0%
Task Complete – L&G has printed and provided Hidalgo County Precinct 2 with all Hike & Bike Overall Exhibits detailed in this work authorization. Additionally, L&G has provided all necessary prints required for submittal of TAP Project Funding Application to HCMPO. Final copies of the TAP Project Funding Application to HCMPO and Preliminary Location Design Layout Roll Plot are being provided as an attachment to this submittal.		

Should you have any questions regarding this submittal or would like clarification on any aspect of the project, please do not hesitate to call me at (956) 585-1909.

Sincerely,

David Saenz, P.E., C.F.M.
Project Manager
L&G Engineering

L&G CONSULTING ENGINEERS INC
2100 W. Expressway 83
Mercedes, TX 78570
956-565-9813 fax 956-565-9018

FINAL WAIVER AND LIEN RELEASE

DATE: 5/31/2015
PROJECT: Regional Hike and Bike Project PO#722591
OWNER: Hidalgo County Pct #2
FINAL PAYMENT: $12,734.05

UPON RECEIPT OF THIS PAYMENT, Owner does hereby certify and acknowledge that Engineer has been fully paid for all work and labor done by Owner and for all materials and services supplied by Engineer on the above project and that this payment, which includes all retainage released to the Engineer, represents the FINAL AND COMPLETE payment for work and/or labor done and all materials and services supplied on the above described project.

The undersigned hereby further certifies: There are no known mechanics, materialmen's, or laborer's liens or claims or any other liens or claims, legal or equitable, contractual, statutory, or constitutional, outstanding or known to exist as of the date referenced above and if any should arise in the future, the undersigned agrees to indemnify and hold the Owner and Contractor harmless from any and all such liens or claims, including attorney's fees and expenses; all due and payable bills with respect to the real property referenced above have been paid to date or are included in the amount requested in the current application and will be paid from this payment, and there is no known basis for the filing of any mechanics', materialman's, or laborer's lien or claim, or any other lien or claim, legal or equitable, contractual, statutory, or constitutional, on the real property referenced above. Engineer certifies that all waivers and releases from all Engineers, laborers, and material men for work done and materials furnished have been obtained in such form as to constitute an effective waiver and release of all such liens under the Laws of the State of Texas.

ENGINEER SWEARS THAT, WITH RECEIPT OF THE PAYMENT ASSOCIATED WITH THIS LIEN RELEASE, ALL OUTSTANDING BILLS ASSOCIATED WITH THIS LIEN RELEASE WILL BE PAID AT THIS TIME. FURTHER, ENGINEER ACKNOWLEDGES THAT ALL FUNDS RECEIVED, TO THE APPROPRIATE AMOUNT, ARE RECEIVED IN TRUST FOR ALL ENGINEERS/SUPPLIERS THAT ARE OWED FUNDS BY HIM ON THIS PROJECT. ENGINEER AGREES TO INDEMNIFY ANY PARTY RELYING UPON THIS AFFIDAVIT FOR ANY LOSS OR EXPENSE RESULTING FROM FALSE OR INCORRECT STATEMENTS IN THIS AFFIDAVIT.

UPON RECEIPT OF THIS PAYMENT, Engineer hereby releases in full all claims and liens Engineer has heretofore filed, if any, on such property for such work and/or material. Engineer hereby waives all rights, claims and liens on this project forever for such work done and all materials supplied by Engineer.

L&G CONSULTING ENGINEERS, INC

Marisela G. Marin — Signature
5/29/15 — Date

Printed Name/Title MARISELA G MARIN Sec/Treas.

STATE OF TEXAS

COUNTY OF HIDLAGO

KNOW ALL MEN BY THESE PRESENTS:

Before me, the undersigned authority, on this day personally appeared Marisela G. Marin, the Secretary/Treasurer (title) of L&G Consulting Engineers, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

Marie C. Bustamante

MARIE C. BUSTAMANTE
Notary Public, State of Texas
My Commission Expires
April 14, 2017

NOTARY PUBLIC in and for
THE STATE OF TEXAS

Printed Name: Marie C. Bustamante

My Commission Expires: April 14, 2017

Purchase Order
COUNTY OF HIDALGO

PO# 722591

DATE: 03/12/15

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 280046 REQ: 00272632

PHONE: (956)565-9813

Fax: (956)565-6746 EMAIL:

L & G CONSULTING ENGINEERS, INC.
2100 W. EXPRESSWAY 83
MERCEDES TX 78570

SHIP TO: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

CONTACT:

SITE: COMMISSIONER, PRECINCT 2

CONTRACT NO: C-15-046-03-03

SPECIAL INSTRUCTIONS:

VENDOR NOTES

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

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-15-046-03-03, EXPIRES 03/02/16, PCT. 2 REGIONAL HIKE & BIKE TRAIL PROJECT- WORK AUTHORIZATION NO. 1 FOR L&G APPROVED BY CC 3/3/15 AI#48647		
1.00	LOT	CC WORK AUTHORIZATION NO.1 FOR ENGINEERING SERVICES FOR FEASIBILITY STUDY FOR THE HIDALGO COUNTY PCT. 2 REGIONAL HIKE & BIKE PROJECT	75,588.32	75,588.32
		TOTAL:		75,588.32
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		5-1200-431-00-122-110-0-334 75,588.32		

HIDALGO COUNTY PRECINCT NO. 2
2015 MAR 13 PM 2 49

SCANNED 3/13/15

Authorized by: Martha L Salazar

03/13/15

L&G Consulting Engineers, Inc.

June 1, 2015

Mr. Armando Garza, Jr., Chief Administrator
Attn: Ms. Erika Zamora, Director of Administrative Operations
Hidalgo County Precinct No. 2
300 West Hall Acres Rd
Pharr, Texas 78589

RE: Work Authorization #1 on Regional Hike & Bike Project
Job # 150101
P.O. # 722591

Dear Mr. Garza,

Attached for your review and approval is our invoice for the services rendered during the month of May 2015 on the subject referenced project. This is the final invoice and progress report for this project.

The following is attached:

- L&G's Invoice #11325160
- Invoice Back-Up (CD w/ Electronic Files of Data):
  - Task 1 through 12 (ALL – Final Project Data)
  - ODE – Final TAP Funding Application & Location Design Layout Roll Plots

TASK		% COMPL
Task 1 ~ Preliminary Design Values	L&G	100.0%
Task Complete – See progress report dated March 31, 2015		
Task 2 ~ Uncontrolled Mapping (w/Contours & GIS Info)	L&G	100.0%
Task Complete – L&G has developed exhibits and location map layouts of various routes for the purposes of establishing the best fit alignment with the Client (HC Pct. 2). L&G has also supplemented this task with field investigations of the alignments for establishment of constraints of each route. Final TPA utilized in Preliminary Location Design Layout and funding application (see Task 3).		
Task 3 ~ Preliminary Location Design Layout	L&G	100.0%
Task Complete – L&G has developed a Master Layout for TPA including alignment, proposed crossings and proposed parking areas. Final Preliminary Location Design Layout has been attached.		
Task 4 ~ Preliminary ROW Requirements	L&G	100.0%
Task Complete – L&G has investigated ROW requirements based on Hidalgo County Appraisal District information, Carson Maps database and deeds referenced from Carson Maps. Final TPA information was investigated to complete the task.		

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

AI-49986 **Purchasing Department** **13. D.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of payment of Invoice #11325159 in the amount $91,895.09 submitted by L&G Consulting Engineers Inc., in connection with professional engineering services provided under Contract C-15-097-03-17 (WA#1), for Pct.2 priority projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1345-431-00-122-11X-0-334

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

BUDGETARY IMPACT:

PO#723445 available balance as of 6-5-15 $156,768.25

Available funding by program#:
113 $31,353.65
114 $31,353.65
115 $31,353.65
116 $31,353.65
117 $31,353.65

Attachments

Invoice#11325159

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/05/2015 08:48 AM
Budget & Management	Veronica Ortiz	06/05/2015 08:49 AM
Manuel Chapa	Manuel Chapa	06/05/2015 11:26 AM
Auditor's Office	Monica Badillo	06/05/2015 04:46 PM
Form Started By: Carlos Jasso		Started On: 06/04/2015 01:29 PM
Final Approval Date: 06/05/2015		

L &G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956)565-9813 Fax (956)565-9018

INVOICE#: 11325159
INVOICE DATE: 5/31/2015

BILL TO:
Hidalgo County Pct. #2
300 W. Hall Acres Rd.
Pharr, TX 78589

JOB:150201
On Call Services for "Road and Bridge, C.I.P and Other Projects"
P.O. #723445

Cesar Chavez Rd. Project						
10241-Preliminary Design Values	12,702.68	12,702.68		12,702.68	100.0	-
10242-Preliminary Route Locations on Uncontrolled Mapping	3,719.22	3,719.22		3,719.22	100.0	-
10243-Uncontrolled Mapping (w/Contours & GIS Info)	16,110.42	16,110.42		16,110.42	100.0	-
10244-Preliminary Traffic Evaluations & Trends	5,379.46	5,379.46		5,379.46	100.0	-
10245-Preliminary Hydrologic Map	6,127.06	0.00	3,063.53	3,063.53	50.0	3,063.53
10246-Preliminary ROW Requirements	3,451.34	3,451.34		3,451.34	100.0	-
10247-Preliminary Cost Estimates	3,451.34	0.00	3,451.34	3,451.34	100.0	-
10248-Preliminary Environmental Analysis	5,379.46	0.00		0.00	0.0	5,379.46
10249-Project Fact Sheet with Estimated Local Cost vs. Tot	10,678.00	0.00	10,678.00	10,678.00	100.0	-
Overall Project Items						
10251-Meetings & Coordination & Support for Project Develc	22,427.00	12,334.85	4,933.94	17,268.79	77.0	5,158.21
	358,418.70	219,150.45	91,895.09	311,045.54		47,373.16
Direct Expenses	17,500.00	0.00		0.00	0.0	17,500.00
	17,500.00	0.00	0.00	0.00		17,500.00
Total	375,918.70	219,150.45	91,895.09	311,045.54	82.7	64,873.16

PO # 723445
5 - 1345-431-00-122-113-0-334
Req # 274362
18,428.85

PO # 723445
5 - 1345-431-00-122-114-0-334
Req # 274362
18,428.85

ORIGINAL CONTRACT SUM	$	375,918.70
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	375,918.70
TOTAL COMPLETED TO DATE	$	311,045.54
LESS PREVIOUS INVOICES	$	219,150.45
CURRENT PAYMENT DUE	$	91,895.09

PROJECT MANAGER'S SIGNATURE

PO # 723445
5 - 1345-431-00-122-115-0-334
Req # 274362
18,428.85

PO # 723445
5 - 1345-431-00-122-116-0-334
Req # 274362
18,428.85

INVOICE RECEIVED BY:
Belinda My ON 6/1/15
GOODS/SERVICES RECEIVED BY:
Armando Lopez ON 6/1/15

2015 JUN 1 PM 3 04
HIDALGO COUNTY
PRECINCT NO. 2

PO # 723445
5 - 1345-431-00-122-117-0-334
Req # 274362
18,179.65

L &G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956)565-9813 Fax (956)565-9018

INVOICE#: 11325159
INVOICE DATE: 5/31/2015

BILL TO:
Hidalgo County Pct. #2
300 W. Hall Acres Rd.
Pharr, TX 78589

JOB:150201
On Call Services for "Road and Bridge, C.I.P and Other Projects"
P.O. #723445

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of May 2015.						
East Eldora Rd. Project						
10201-Preliminary Design Values	12,702.68	12,702.68		12,702.68	100.0	-
10202-Preliminary Route Locations on Uncontrolled Mapping	3,719.22	3,719.22		3,719.22	100.0	-
10203-Uncontrolled Mapping (w/Contours & GIS Info)	16,110.42	16,110.42		16,110.42	100.0	-
10204-Preliminary Traffic Evaluations & Trends	5,379.46	5,379.46		5,379.46	100.0	-
10205-Preliminary Hydrologic Map	6,127.06	0.00	3,063.53	3,063.53	50.0	3,063.53
10206-Preliminary ROW Requirements	3,451.34	3,451.34		3,451.34	100.0	-
10207-Preliminary Cost Estimates	3,451.34	0.00	3,451.34	3,451.34	100.0	-
10208-Preliminary Environmental Analysis	5,379.46	0.00		0.00	0.0	5,379.46
10209-Project Fact Sheet with Estimated Local Cost vs. Tot	10,927.20	0.00	10,927.20	10,927.20	100.0	-
West Eldora Rd. Project						
10211-Preliminary Design Values	12,702.68	12,702.68		12,702.68	100.0	-
10212-Preliminary Route Locations on Uncontrolled Mapping	3,719.22	3,719.22		3,719.22	100.0	-
10213-Uncontrolled Mapping (w/Contours & GIS Info)	16,110.42	16,110.42		16,110.42	100.0	-
10214-Preliminary Traffic Evaluations & Trends	5,379.46	5,379.46		5,379.46	100.0	-
10215-Preliminary Hydrologic Map	6,127.06	0.00	3,063.53	3,063.53	50.0	3,063.53
10216-Preliminary ROW Requirements	3,451.34	3,451.34		3,451.34	100.0	-
10217-Preliminary Cost Estimates	3,451.34	0.00	3,451.34	3,451.34	100.0	-
10218-Preliminary Environmental Analysis	5,379.46	0.00		0.00	0.0	5,379.46
10219-Project Fact Sheet with Estimated Local Cost vs. Tot	10,927.20	0.00	10,927.20	10,927.20	100.0	-
Sioux Road Project						
10221-Preliminary Design Values	12,702.68	12,702.68		12,702.68	100.0	-
10222-Preliminary Route Locations on Uncontrolled Mapping	3,719.22	3,719.22		3,719.22	100.0	-
10223-Uncontrolled Mapping (w/Contours & GIS Info)	16,110.42	16,110.42		16,110.42	100.0	-
10224-Preliminary Traffic Evaluations & Trends	5,379.46	5,379.46		5,379.46	100.0	-
10225-Preliminary Hydrologic Map	6,127.06	0.00	3,063.53	3,063.53	50.0	3,063.53
10226-Preliminary ROW Requirements	3,451.34	3,451.34		3,451.34	100.0	-
10227-Preliminary Cost Estimates	3,451.34	0.00	3,451.34	3,451.34	100.0	-
10228-Preliminary Environmental Analysis	5,379.46	0.00		0.00	0.0	5,379.46
10229-Project Fact Sheet with Estimated Local Cost vs. Tot	10,927.20	0.00	10,927.20	10,927.20	100.0	-
Overpass at US83 and 2nd St. Project						
10231-Preliminary Design Values	12,702.68	12,702.68		12,702.68	100.0	-
10232-Preliminary Route Locations on Uncontrolled Mapping	3,719.22	3,719.22		3,719.22	100.0	-
10233-Uncontrolled Mapping (w/Contours & GIS Info)	16,110.42	16,110.42		16,110.42	100.0	-
10234-Preliminary Traffic Evaluations & Trends	5,379.46	5,379.46		5,379.46	100.0	-
10235-Preliminary Hydrologic Map	6,127.06	0.00	3,063.53	3,063.53	50.0	3,063.53
10236-Preliminary ROW Requirements	3,451.34	3,451.34		3,451.34	100.0	-
10237-Preliminary Cost Estimates	3,451.34	0.00	3,451.34	3,451.34	100.0	-
10238-Preliminary Environmental Analysis	5,379.46	0.00		0.00	0.0	5,379.46
10239-Project Fact Sheet with Estimated Local Cost vs. Tot	10,927.20	0.00	10,927.20	10,927.20	100.0	-

L&G Consulting Engineers, Inc.

June 1, 2015

Mr. Armando Garza, Jr., Chief Administrator
Attn: Ms. Erika Zamora, Director of Administrative Operations
Hidalgo County Precinct No. 2
300 West Hall Acres Rd
Pharr, Texas 78589

RE: Work Authorization #1 on Contract # 15-097-03-17 - On-Call Services for "Road and Bridge, C.I.P. and Other Projects in General"
Job # 150201
P.O. # 723445

Dear Mr. Garza,

Attached for your review and approval is our invoice for the services rendered under Work Authorization #1 on the subject referenced project.

The following is attached:

- L&G's Invoice #11325159
- Invoice Back-Up (CD w/ Electronic Files of Data):
  - East Eldora Rd. Project
  - West Eldora Rd. Project
  - Sioux Road Project
  - Overpass at US83 and 2nd St. Project
  - Cesar Chavez Rd. Project
  - Overall Project Items

TASK		% COMPL
East Eldora Rd. Project		
FC 10201 ~ Preliminary Design Values	L&G	100.0%
Task Complete – See progress report dated April 2, 2015		
FC 10202 ~ Preliminary Route Locations on Uncontrolled Mapping	L&G	100.0%
Task Complete – See progress report dated April 2, 2015		
FC 10203 ~ Uncontrolled Mapping (w/Contours & GIS Info)	L&G	100.0%
Task Complete – See progress report dated April 2, 2015		
FC 10204 ~ Preliminary Traffic Evaluations & Trends	L&G	100.0%
Task Complete – See progress report dated April 2, 2015		
FC 10205 ~ Preliminary Hydrologic Map	L&G	50.0%

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

Update – Hydrologic Map has been developed and is currently half through to the finalization.		
FC 10206 ~ Preliminary ROW Requirements	L&G	100.0%
Task Complete – See progress report dated April 2, 2015		
FC 10207 ~ Preliminary Cost Estimates	L&G	100.0%
Task Complete – L&G has completed all Preliminary Cost Estimates for the East Eldora Road Project. Refer to top of Project Fact Sheet for finalized cost information. Construction cost estimate included $4.5 M per mile roadway for 5 lane urban and inc. Bridge Widening at PSJA Lateral, Siphon (and Bypass) at HCID #1 Canal and 1300 LF of Outfall.		
FC 10208 ~ Preliminary Environmental Analysis	L&G	0.0%
Task Not Started		
FC 10209 ~ Project Fact Sheet with Estimated Local vs. Total Project Cost	L&G	100.0%
Task Complete - L&G has completed the Project Fact Sheet identifying the local vs. total project costs for all municipalities affected by the East Eldora Road Project.		
West Eldora Rd. Project		
FC 10211 ~ Preliminary Design Values	L&G	100.0%
Task Complete – See progress report dated April 2, 2015		
FC 10212 ~ Preliminary Route Locations on Uncontrolled Mapping	L&G	100.0%
Task Complete – See progress report dated April 2, 2015		
FC 10213 ~ Uncontrolled Mapping (w/Contours & GIS Info)	L&G	100.0%
Task Complete – See progress report dated April 2, 2015		
FC 10214 ~ Preliminary Traffic Evaluations & Trends	L&G	100.0%
Task Complete – See progress report dated April 2, 2015		
FC 10215 ~ Preliminary Hydrologic Map	L&G	50.0%
Update – Hydrologic Map has been developed and is currently half through to the finalization.		
FC 10216 ~ Preliminary ROW Requirements	L&G	100.0%
Task Complete – See progress report dated April 2, 2015		
FC 10217 ~ Preliminary Cost Estimates	L&G	100.0%
Task Complete - L&G has completed all Preliminary Cost Estimates for the West Eldora Road Project. Refer to top of Project Fact Sheet for finalized cost information. Construction cost estimate included $4.5 M per mile roadway for 5 lane urban.		
FC 10218 ~ Preliminary Environmental Analysis	L&G	0.0%

Task Not Started		
FC 10219 ~ Project Fact Sheet with Estimated Local vs. Total Project Cost	L&G	100.0%
Task Complete - L&G has completed the Project Fact Sheet identifying the local vs. total project costs for all municipalities affected by the West Eldora Road Project.		
Sioux Road Project		
FC 10221 ~ Preliminary Design Values	L&G	100.0%
Task Complete – See progress report dated April 2, 2015		
FC 10222 ~ Preliminary Route Locations on Uncontrolled Mapping	L&G	100.0%
Task Complete – See progress report dated April 2, 2015		
FC 10223 ~ Uncontrolled Mapping (w/Contours & GIS Info)	L&G	100.0%
Task Complete – See progress report dated April 2, 2015		
FC 10224 ~ Preliminary Traffic Evaluations & Trends	L&G	100.0%
Task Complete – See progress report dated April 2, 2015		
FC 10225 ~ Preliminary Hydrologic Map	L&G	50.0%
Update – Hydrologic Map has been developed and is currently half through to the finalization.		
FC 10226 ~ Preliminary ROW Requirements	L&G	100.0%
Task Complete – See progress report dated April 2, 2015		
FC 10227 ~ Preliminary Cost Estimates	L&G	100.0%
Task Complete - L&G has completed all Preliminary Cost Estimates for the Sioux Road Project. Refer to top of Project Fact Sheet for finalized cost information. Construction cost estimate included $4.2 M per mile roadway for 4 lane urban and inc. Bridge Widening at PSJA Lateral, Siphon (and Bypass) at HCID #1 Canal and 1300 LF of Outfall.		
FC 10228 ~ Preliminary Environmental Analysis	L&G	0.0%
Task Not Started		
FC 10229 ~ Project Fact Sheet with Estimated Local vs. Total Project Cost	L&G	100.0%
Task Complete - L&G has completed the Project Fact Sheet identifying the local vs. total project costs for all municipalities affected by the Sioux Road Project.		
Overpass at US83 and 2nd St. Project		
FC 10231 ~ Preliminary Design Values	L&G	100.0%

Task Complete – See Progress Report Dated April 30, 2015		
FC 10232 ~ Preliminary Route Locations on Uncontrolled Mapping	L&G	100.0%
Task Complete – See Progress Report Dated April 30, 2015		
FC 10233 ~ Uncontrolled Mapping (w/Contours & GIS Info)	L&G	100.0%
Task Complete – See Progress Report Dated April 30, 2015		
FC 10234 ~ Preliminary Traffic Evaluations & Trends	L&G	100.0%
Task Complete – See Progress Report Dated April 30, 2015		
FC 10235 ~ Preliminary Hydrologic Map	L&G	50.0%
Update – Hydrologic Map has been developed and is currently half through to the finalization.		
FC 10236 ~ Preliminary ROW Requirements	L&G	100.0%
Task Complete – See Progress Report Dated April 30, 2015		
FC 10237 ~ Preliminary Cost Estimates	L&G	100.0%
Task Complete - L&G has completed all Preliminary Cost Estimates for the Overpass at US83 and 2nd Street Project. Refer to top of Project Fact Sheet for finalized information. Construction cost estimate included ½ mile roadway reconstruction on Expressway I-2 and ½ mile new roadway on 2nd St. divided section, intersection, & turnarounds (inc. total signalization of intersection). Additionally, cost est. included a 425 foot long overpass (I-2 Mainlanes over 2nd St.) and elimination of jug handle connections to I-2 frontage roads. (Est. $22 M).		
FC 10238 ~ Preliminary Environmental Analysis	L&G	0.0%
Task Not Started		
FC 10239 ~ Project Fact Sheet with Estimated Local vs. Total Project Cost	L&G	100.0%
Task Complete - L&G has completed the Project Fact Sheet identifying the local vs. total project costs for all municipalities affected by the Overpass at US83 and 2nd Street Project.		
Cesar Chavez Rd. Project		
FC 10241 ~ Preliminary Design Values	L&G	100.0%
Task Complete – See Progress Report Dated April 30, 2015		
FC 10242 ~ Preliminary Route Locations on Uncontrolled Mapping	L&G	100.0%
Task Complete – See Progress Report Dated April 30, 2015		
FC 10243 ~ Uncontrolled Mapping (w/Contours & GIS Info)	L&G	100.0%
Task Complete – See Progress Report Dated April 30, 2015		

FC 10244 ~ Preliminary Traffic Evaluations & Trends	L&G	100.0%
Task Complete – See Progress Report Dated April 30, 2015		
FC 10245 ~ Preliminary Hydrologic Map	L&G	50.0%
Update – Hydrologic Map has been developed and is currently half through to the finalization.		
FC 10246 ~ Preliminary ROW Requirements	L&G	100.0%
Task Complete – See Progress Report Dated April 30, 2015		
FC 10247 ~ Preliminary Cost Estimates	L&G	100.0%
Task Complete - L&G has completed all Preliminary Cost Estimates for the Cesar Chavez Road Project. Refer to top of Project Fact Sheet for finalized cost information. Construction cost estimate included $4.5 M per mile roadway for 5 lane and inc. 0.2 Mile Overlay section, Outfall (new location tie to nearest) & 7 prop. signalized intersections (full traffic signal).		
FC 10248 ~ Preliminary Environmental Analysis	L&G	0.0%
Task Not Started		
FC 10249 ~ Project Fact Sheet with Estimated Local vs. Total Project Cost	L&G	100.0%
Task Complete - L&G has completed the Project Fact Sheet identifying the local vs. total project costs for all municipalities affected by the Cesar Chavez Road Project.		
Overall Project Items		
FC 10251 ~ Meetings & Coordination w/ Pct. #2 Staff on Project Develop. Activities	L&G	77.0%
Update – L&G has held multiple meetings with Precinct No. 2 to coordinate project development activities during this invoicing period.		
Direct Expenses		
L&G Direct Expenses	L&G	0.0%
Task Not Started		

Should you have any questions regarding this submittal or would like clarification on any aspect of the project, please do not hesitate to call me at (956) 585-1909.

Sincerely,



David Saenz, P.E., C.F.M.
Project Manager
L&G Engineering

Purchase Order
COUNTY OF HIDALGO

PO# 723445

DATE: 03/30/15

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 280046 REQ: 00274362

PHONE: (956)565-9813

Fax: (956)565-6746 EMAIL:

L & G CONSULTING ENGINEERS, INC.
2100 W. EXPRESSWAY 83
MERCEDES TX 78570

SHIP TO: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

CONTACT:

SITE: COMMISSIONER, PRECINCT 2

CONTRACT NO: C-15-097-03-17

SPECIAL INSTRUCTIONS:

VENDOR NOTES

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

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		APPROVED THRU C.C ON 03/17/2015		
		C-15-097-03-17 Expires 3/16/16 - Pct 2 Priority Projects Feasibility Study		
1.00	LOT	CC WORK AUTHORIZATION NO. 1 FOR ENGINEERING SERVICES TO PROVIDE FEASIBILITY STUDIES ON PRECINCT 2 PRIORITY PROJECTS: EAST ELDORA RD PROJECT WEST ELDORA RD PROJECT SIOUX ROAD PROJECT OVERPASS AT US83 AND 2ND ST PROJECT CESAR CHAVEZ RD PROJECT	375,918.70	375,918.70
		TOTAL:		375,918.70
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only **********		
		5-1345-431-00-122-113-0-334 75,183.74		
		5-1345-431-00-122-114-0-334 75,183.74		
		5-1345-431-00-122-115-0-334 75,183.74		
		5-1345-431-00-122-116-0-334 75,183.74		
		5-1345-431-00-122-117-0-334 75,183.74		

2015 APR 6 AM 9 49

SCANNED 4/6/15

Authorized by: Martha L. Salazar

AI-49989 **Purchasing Department** **13. E.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of payment of Invoice #11325171 in the amount $15,341.07 submitted by L&G Consulting Engineers Inc., in connection with professional engineering services provided under Contract C-15-046-03-03 (WA#2), for Pct 2 Regional Hike & Bike Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1200-431-00-122-110-0-334

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

BUDGETARY IMPACT:

Funding available through PO#723463 as of 6-5-15 $132,141.07

Attachments

Invoice#11325171

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/05/2015 08:49 AM
Budget & Management	Veronica Ortiz	06/05/2015 08:50 AM
Budget & Management	Veronica Ortiz	06/05/2015 08:50 AM
Manuel Chapa	Manuel Chapa	06/05/2015 10:24 AM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM

Form Started By: Carlos Jasso Started On: 06/04/2015 02:12 PM

Final Approval Date: 06/05/2015

L &G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956)565-9813 Fax (956)565-9018

INVOICE#: 11325171
INVOICE DATE: 5/31/2015

BILL TO:
Hidalgo County Pct. #2
300 W. Hall Acres Rd.
Pharr, TX 78589

JOB:150101
Regional Hike and Bike Project
WA#2 - PO#723463

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of May 2015.						
13002-Survey Management	15,586.76	3,896.69	1,091.07	4,987.76	32.0	10,599.00
13020-ROW Mapping Phase I	57,000.00	19,950.00	14,250.00	34,200.00	60.0	22,800.00
13030-ROW Mapping Phase II	57,000.00	14,250.00	0.00	14,250.00	25.0	42,750.00
15010-Horrizontal & Vertical Control Phase I	18,876.00	0.00	0.00	0.00	0.0	18,876.00
15020-Horizontal & Vertical Control Phase II	21,775.00	0.00	0.00	0.00	0.0	21,775.00
TOTALS:	170,237.76	38,096.69	15,341.07	53,437.76	31.4	116,800.00

ORIGINAL CONTRACT SUM	$	170,237.76
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	170,237.76
TOTAL COMPLETED TO DATE	$	53,437.76
LESS PREVIOUS INVOICES	$	38,096.69
CURRENT PAYMENT DUE	$	15,341.07

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY:
Belinda M. ON 6/1/15
GOODS/SERVICES RECEIVED BY:
Armando Lopez ON 6/1/15

PO # 723463
5-1200-431-00-122-110-0-334
Req # 273555

2015 JUN 1 PM 3 03

HIDALGO COUNTY
PRECINCT NO. 2

L&G Consulting Engineers, Inc.

June 1, 2015

Mr. Armando Garza, Jr., Chief Administrator
Attn: Ms. Erika Zamora, Director of Administrative Operations
Hidalgo County Precinct No. 2
300 West Hall Acres Rd
Pharr, Texas 78589

RE: Work Authorization #2 on Regional Hike & Bike Project
Job # 150102
P.O. # 723463

Dear Mr. Garza,

Attached for your review and approval is our invoice for the services rendered during the month of May 2015 on the subject referenced project.

The following is attached:

- L&G's Invoice #11325171
- CD w/ Electronic Files of Data for:
  - R.O.W. Surveying Services – Monthly Progress Report and Invoice (#R15-035) – May 31, 2015
  - Task 1
  - Task 1a

TASK		% COMPL
Task 1 ~ Coordination & Support to Surveyor for ROW Map Accuracy Based on Proposed Alignment	L&G	32%
Update – L&G has held weekly meetings with R.O.W. SS to coordinate the ROW Maps		
Task 1a ~ (SUB): ROWSS ~ ROW Mapping for 20 Parcels (Phase I)	ROWSS	60%
Update – See progress report from R.O.W. SS as of 5/31/15 (see attached)		
Task 1a ~ (SUB): ROWSS ~ ROW Mapping for 20 Parcels (Phase II)	ROWSS	25%
Update – See progress report from R.O.W. SS as of 5/31/15 (see attached)		
Task 1a ~ (SUB): ROWSS ~ Horizontal & Vertical Control (Phase I)	ROWSS	0%
No Update - Task Not Yet Started		
Task 1a ~ (SUB): ROWSS ~ Horizontal & Vertical Control (Phase II)	ROWSS	0%
No Update - Task Not Yet Started		

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

Should you have any questions regarding this submittal or would like clarification on any aspect of the project, please do not hesitate to call me at (956) 585-1909.

Sincerely,

David Saenz, P.E., C.F.M.
Project Manager
L&G Engineering

R. O. W. SURVEYING SERVICES, L.L.C.

May 31, 2015

Jacinto Garza, President/CEO
L & G Engineering
Attn: Reza Badiozzamani, P.E.
2100 W. Expressway 83
Mercedes, Texas 78570

RE: Pct.#2 Regional Hike & Bike-Work Authorization #10
Invoice #R15-035
Limits: Phase I-South San Antonio Ave.(San Juan) to Ridge Road(Pharr)
Phase II-Ridge Road(Pharr) to 2nd Street(McAllen)

Dear Mr. Badiozzamani:

Attached for your approval is our invoice for services rendered for the month of May, 2015. Additional attachments have a progress report and project Schedule C.

Thank you for your business. Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 451-2670.

Sincerely,

Julio Cerda, P.E.
President/CEO

TBPLS Reg. #: 10193886
DBE Cert. #: VN 25254

900 S. Stewart Road, Suite 13 -- Mission, Texas 78572
PH 956.424.3335 -- FX 956.424-3132

Progress Report #2 as of 05/31/15:

FC130 (ROW MAP) Lump sum per Parcel

- ***Phase I-ROW Map, Parcel Description, Metes & Bounds Description, & Title Reports (20 Parcels)***
  a) Parcels have been identified, preliminary right of way map complete with details still needed to complete map. Preliminary map to be submitted to Sierra Title for further review of ownership and ad joiner information. Office staff to begin parcel descriptions and exhibits for final deliverable.

- ***Phase II- ROW Map, Parcel Description, Metes & Bounds Description, & Title Reports (20 Parcels)***
  a) No work on phase II of project for the month of May 2015. Phase II on hold until further notice.

FC150 Field Surveying (Control Hz :& Vt)

Phase I

- ***Primary Project Control***
  No Activities
- ***Secondary Project Control***
  No Activities
- ***Setting Benchmarks***
  No Activities

Phase II

- ***Primary Project Control***
  No Activities
- ***Secondary Project Control***
  No Activities
- ***Setting Benchmarks***
  No Activities

R. O. W. Surveying Services, L.L.C.

INVOICE

900 S. Stewart Road, Suite 13
Mission, TX 78572
TBPLS Reg. # 10193886
956-424-3335

INVOICE NUMBER : R15-035

Date: May 31, 2015

BILL TO:
Jacinto Garza, P.E.
L & G Engineering
Attn: Reza Badiozzamani, P.E.
2100 W. Expressway 83
Mercedes, Texas 78570

RE: Invoice #R15-035
Pct.#2 Regional Hike and Bike (Work Authorization #10)
Limits: Phase I-South San Antonio Ave.(San Juan) to Ridge Road(Pharr)
Phase II-Ridge Road(Pharr) to 2nd Street(McAllen)

	Contract Amount	Invoice to Date	Paid to Date	Current Amount Due	Contract Balance	AMOUNT
FC 130 (ROW MAP) Lump Sum per Parcel						
A. Phase I -- ROW Map, Parcel Description, Metes & Bounds Description, & Title Reports (20 Parcels @ $2,850)	$57,000.00	$34,200.00	$0.00	$14,250.00	$22,800.00	60.00%
B. Phase II -- ROW Map, Parcel Description, Metes & Bounds Description, & Title Reports (20 Parcels @ $2,850)	$57,000.00	$14,250.00	$0.00	$0.00	$42,750.00	25.00%
FC 150 Field Surveying (Control Hz &: Vt)						
Phase I						
A. Primary Project Control						
a. Establish Primary Control	$13,197.00	$0.00	$0.00	$0.00	$13,197.00	0.00%
B. Secondary Project Control						
a. Set additonal secondary control points as needed	$2,378.00	$0.00	$0.00	$0.00	$2,378.00	0.00%
b. Horizontal values establishe with RTK or VRS	$1,293.00	$0.00	$0.00	$0.00	$1,293.00	0.00%
c. Vertical values established with digital level	$1,293.00	$0.00	$0.00	$0.00	$1,293.00	0.00%
C. Setting Benchmarks						
a. Setting Benchmarks	$715.00	$0.00	$0.00	$0.00	$715.00	0.00%
Phase II						
A. Primary Project Control						
a. Establish Primary Control	$16,096.00	$0.00	$0.00	$0.00	$16,096.00	0.00%
B. Secondary Project Control						
a. Set additonal secondary control points as needed	$2,378.00	$0.00	$0.00	$0.00	$2,378.00	0.00%
b. Horizontal values establishe with RTK or VRS	$1,293.00	0.00	0.00	$0.00	$1,293.00	0.00%
c. Vertical values established with digital level	$1,293.00	$0.00	$0.00	$0.00	$1,293.00	0.00%
C. Setting Benchmarks						
a. Setting Benchmarks	$715.00	$0.00	$0.00	$0.00	$715.00	0.00%
TOTAL	$154,651.00	$48,450.00	$0.00		$106,201.00	31.33%
		TOTAL DUE:		**$14,250.00**		

DIRECT ALL INQUIRIES TO:
JULIO CERDA, P.E.
(956)451-2670
email: julio@southtexasig.com

MAKE ALL CHECKS PAYABLE TO:
R. O. W. Surveying Services, L.L.C.
Attn: JULIO CERDA, P.E.
900 S. Stewart Road, Suite #13
Mission, TX 78572

THANK YOU FOR YOUR BUSINESS!

DAS

Purchase Order
COUNTY OF HIDALGO

PO# 723463

DATE: 03/30/15

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 280046

PHONE: (956)565-9813

Fax: (956)565-6746

REQ: 00273555

EMAIL:

SHIP TO: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

L & G CONSULTING ENGINEERS, INC.
2100 W. EXPRESSWAY 83
MERCEDES TX 78570

CONTACT:

SITE: COMMISSIONER, PRECINCT 2

CONTRACT NO: C-15-046-03-03

SPECIAL INSTRUCTIONS:

VENDOR NOTES

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

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		APPROVED THRU C.C. ON 03/17/2015		
		C-15-046-03-03, EXPIRES 03/02/16, PCT. 2 REGIONAL HIKE & BIKE TRAIL PROJECT- WORK AUTHORIZATION NO. 2 FOR L&G APPROVED BY CC 3/17/15 AI#48848		
1.00	LOT	CC WORK AUTHORIZATION NO. 2 FOR A COMPLETE ROW MAP AND PARCEL DESCRIPTIONS FOR THE NEEDED ROW ALONG THE PROPOSED PCT 2 REGIONAL HIKE AND BIKE TRAIL PROJECT	170,237.76	170,237.76
		TOTAL:		170,237.76
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		5-1200-431-00-122-110-0-334 170,237.76		

COUNTY PRECINCT NO. 2
2015 APR 6 AM 9 49

SCANNED 4/6/15

Authorized by: Martha L. Salazar

AI-50004 **Purchasing Department** **13. F.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of invoice No. 13159-6 in the amount $912.87 submitted by Chanin Engineering LLC, contracted engineer for the, "Adult Detention and Law Enforcement Facility Repairs and/or Replacement" C-13-133-07-09;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1345-423-21-280-087-0-452

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

BUDGETARY IMPACT:

PO 695452 available balance as of 6-5-15 $899.80
Account available balance $213,322.50

Attachments

PO inc reference

Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/04/2015 06:17 PM
Budget & Management	Veronica Ortiz	06/05/2015 08:11 AM
Glinda Pacheco	Veronica Ortiz	06/05/2015 08:59 AM
Manuel Chapa	Manuel Chapa	06/05/2015 03:46 PM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM
Form Started By: Rocio Villarreal		Started On: 06/04/2015 05:12 PM
Final Approval Date: 06/05/2015		

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: **Hidalgo County Sheriff's Office**
Contact Name: **VIRGINIA RODRIGUEZ**
Telephone #: **(956)393-6024**
Date: **05/01/15**

Purchase Order Number **695452**
Increase # **1**
Procurement Method:

TO: Vendor Number: **412520**
Vendor Name: **Chanin Engineering**
Address: **400 Nolana Suite N2**
McAllen, TX 78504

☐ CONTRACT :
☐ Cooperative Awarded Vendor
(TBPC State Award, TCPN, TASB-Buyboard
☐ Quotes over $1,000.00 (verbal quotes)
☐ Quotes over $5,000.00
(attach written quotes)

Increase Purchase Order for the following items:

Quantity	UOM	Description			Unit Price	Amount
1		*Amount of Original Purchase Order*	Increase for NIGP #	In the amount		$250,689.95
		STRUCTURAL ENGINEERING SERVICES FOR DETENTION & LAW ENFORCEMENT FACILITIES REPAIRS.	92592	$48,810.05		
		Amount of Increase Request				$48,810.05
		TOTAL AMOUNT				$299,500.00

Liquidated: _____
Available: _____

Account Number: 5-1345-423-21-280-087-0-452

Reason: INCREASE IS BEING REQUESTED DUE TO AN ESTIMATED TOTAL FEE (BASED ON $5,990,000 PROJECTED COST) 5% X $5,990,000 = $299,500.00

Authorization: Emilia Vriesa — DEPARTMENT HEAD — 05/01/15 — DATE

Reviewed By: _____ PURCHASING DEPARTMENT — _____ DATE

Approved By: _____ PURCHASING AGENT — _____ DATE

Approved By: _____ HIDALGO COUNTY AUDITOR — _____ DATE

CHANIN
ENGINEERING LLC

400 NOLANA SUITE N2
MCALLEN, TX 78504
TEL. 956.687.9421
FAX 956.687.3211

Invoice No.: 13159-6
Invoice Date: May 27, 2015

Application for Payment No. 3

Hidalgo County Sheriff's Office
701 El Cibolo Rd.
Edinburg, TX 78539
Phone: 956.318.2626

Project No.: 13-159

Project Name:
Hidalgo County Sheriff's Office
Adult Detention Center and
Law Enforcement Facility Repairs
and/or Replacement

INVOICE

Description	Schedule Value	% Complete	Prior Billings	This Invoice
Estimated Total Fee				
(Based on $5,990,000 Projected Cost) 5% x $5,990,000=	$299,500.00			
Design Development (25% of fee)	$74,875.00	100%	$74,875.00	$0.00
Construction Drawings (50% of fee)	$149,750.00	100%	$149,750.00	$0.00
Bidding & Negotiation (5% of fee)	$14,975.00	100%	$14,975.00	$0.00
Construction Phase (20% of fee)	$59,900.00	6.267%	$2,841.06	$912.87
Sub Amounts	$299,500.00		$242,441.06	$912.87
Reimbursables				
HCADC Plans for Bid	$3,854.34	100%	$3,854.34	$0.00
HCADC Plans for Bid	$3,494.75	100%	$3,494.75	$0.00
TOTALS:	$306,849.09		$249,790.15	$912.87

Total Amount Due: **$912.87**

Account Summary

Billed To Date	Paid To Date	Balance Due
$250,703.02	$249,790.15	$912.87

Accts: 5-1345-423-21-280-087-0-452
5-1100-423-21-280-087-0-334

P.O. #: 695452
Invoice Received By:
on: 5-27-15
Good/Services Received By:
on:

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

0611

Department: Hidalgo County Sheriff's Office
Contact Name: VIRGINIA RODRIGUEZ
Telephone #: (956)393-6024
Date: 05/01/15

Purchase Order Number 695452
Increase # 1
Procurement Method:

TO: Vendor Number: 412520
Vendor Name: Chanin Engineering
Address: 400 Nolana Suite N2
McAllen, TX 78504

- ☐ CONTRACT C131330709
- ☐ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard
- ☐ Quotes over $1,000.00 (verbal quotes)
- ☐ Quotes over $5,000.00 (attach written quotes)

Increase Purchase Order for the following items:

Quantity	UOM	Description			Unit Price	Amount
1		*Amount of Original Purchase Order*	Increase for NIGP #	In the amount		$250,689.95
		STRUCTURAL ENGINEERING SERVICES FOR DETENTION & LAW ENFORCEMENT FACILITIES REPAIRS.	92592	$48,810.05		
		Amount of Increase Request				$48,810.05
		TOTAL AMOUNT				$299,500.00

Liquidated: $235,224.09
Available: $491,259.14

Account Number: 5-1345-423-21-280-087-0-452

Reason: INCREASE IS BEING REQUESTED DUE TO AN ESTIMATED TOTAL FEE (BASED ON $5,990,000 PROJECTED COST) 5% X $5,990,000 = $299,500.00

Authorization: Emilia Vriesen — DEPARTMENT HEAD — 05/01/15 DATE

Reviewed By: _____ PURCHASING DEPARTMENT — 5/4/15 DATE

Approved By: Martha L Salazar — PURCHASING AGENT — 5/4/15 DATE

Approved By: _____ HIDALGO COUNTY AUDITOR — _____ DATE

Approval of Central Pur ~~C#~~ C140420120

AI-50005 **Purchasing Department** **13. G.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of Construction Change Directive #1 (as drafted/submitted through project engineering, Chanin Engineering, LLC reviewed/concurred by construction manager, Prodigy) in the amount of $133,000.00 (Allowance) so as to give general contractor, Central Air Heating Service, Inc. the notice to proceed, if applicable.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1345-423-21-280-087-0-452

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT FUNDS USED FROM THE ALLOWANCE.

PO# 721107

Attachments

Change dir

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/04/2015 06:19 PM
Budget & Management	Veronica Ortiz	06/05/2015 08:12 AM
Glinda Pacheco	Veronica Ortiz	06/05/2015 08:59 AM
Manuel Chapa	Manuel Chapa	06/05/2015 04:08 PM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM
Form Started By: Rocio Villarreal		Started On: 06/04/2015 05:18 PM
Final Approval Date: 06/05/2015		

CONSTRUCTION CHANGE DIRECTIVE

PROJECT:	Hidalgo County ADC & LEF Repairs and/or Replacement	DIRECTIVE NUMBER:	1	OWNER ■
		DATE:	5/29/2015	ENGINEER ■
	701 El Cibolo Rd. Edinburg, TX 78542	ENGINEER'S PROJECT NO.:	13159	CONTRACTOR ■
TO CONTRACTOR:				FIELD ☐
	CAHS Inc. TACLA010347E	CONTRACT DATED:	2/10/2015	PROJECT MANAGER ■
	3008 Spur 54 Harlingen, TX 78552	CONTRACT FOR:	No. C-14-047-01-20 PO#721107	

You are hereby directed to make the following change(s) in this Contract:

(Describe briefly any proposed changes or list any attached information in the alternative)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum is as follows:

Adjustments to the allowances for the additional work as discribed below.

Allowances:	Original	Current*
Steel Columns	$ 25,000.00	$ 25,000.00
Grout Repair	$ 5,000.00	$ 5,000.00
Replace Door and Re-heat wiring at 2 coolers and 1 freezer	$ 7,500.00	$ -
Remove single condensing unit, provide 2 condensing units, 1 for freezer and 1 for coolers	$ 19,000.00	$ -
Testing and Inspecting	$ 10,000.00	$ 10,000.00
Contingency	$ 130,000.00	$ 23,500.00

* Amounts reflected in Current column are based on approved Change Order #1.

A) Refrigeration Doors — $ (7,500.00) Door

All labor, material, and equipment nessesary to remove and replace 4 walk in freezer doors for the prison kitchen. (see attached document) $7,500 will beducted form the door allowance and $10,000 will be deducted form the contingency allowance. — $ (10,000.00) Cont.

B) Refrigeration Systems — $ (19,000.00) Cond.

All labor, material, and equipment nessesary to remove and replace the refrigeration systems for walk in coolers in the prision kitchen. (see attached documents) $19,000 will be deducted from the condensing unit allowance and $6,500 will be deducted from the contingency allowance. — $ (6,500.00) Cont.

C) Metal Roofing — $ (90,000.00) Cont.

All labor, mateiral, and equipment nessesary to remove and replace the metal roofing of the sloped roof of the ADC Building. (see attached documents) $90,000 to be deducted from the contingency allowance

2. The Contract Time is proposed to (be adjusted). The proposed adjustment, if any, is (an increase of 0 days).

When signed by the Owner and Engineer and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contractr Time set forth in this CCD.

ENGINEER *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
Chanin Engineering, LLC		
Address 400 Nolana ste N2, McAllen, TX 78504	Address	Address
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
Typed name Miguel Chanin, P.E.	*Typed name*	*Typed name*
DATE 6/5/15	DATE	DATE

SAM GARCIA ARCHITECT

June 2, 2015

Miguel Chanin, PE
Principal - Chanin Engineering
400 Nolana / Suite N2
McAllen, TX 78504

RE: Hidalgo County Adult Detention Center and Law Enforcement Center Renovations

Miguel,

Good day. This letter is to respond to the pending CHANGE ORDER requests that are currently awaiting final approval for this project. As we have discussed, these changes are being made to the original contract due to the one-of-a-kind nature of the elements in question. In general, I am in agreement with the proposed changes and believe that they should be approved without delay.

It is my understanding that the following change order items are in question:

- Change order for freezer and cooler door replacement in the kitchen area. My understanding is that the overall scope of work to replace and repair each door to function as originally intended turned out to be somewhat pricier than the original allowance that was allocated. This is simply the nature of renovations and all parties seem to be in agreement that this is acceptable. I agree as well.
- Change order to replace condenser units for the freezers and refrigerators. My understanding is that a subcontractor has agreed to not only replace the condensers as called for in the contract documents, but in addition subcontractor will replace coolant lines and other components. This will lead to a more thorough retrofit than originally called for and provide the owners with a better end product. This more comprehensive retrofit is only marginally more expensive than the allowance originally provided. I agree with the owner's representative that it is worth the added expense to do a better job.
- Change order to replace metal roofing at west side of adult detention center. It is my understanding that this portion of the work will replace a substandard existing metal roof with an insulated, properly sealed, metal roof that conforms more closely to the original design intent of the building. For reasons that are not exactly clear, this portion of the roof was not built as called for in the contract documents. I agree that it makes sense to correct this portion of the roof, especially considering the time and effort that is already going into correcting the much larger flat roof area. Details and specifications for this portion of the work shall be forthcoming.

This reflects the current status of pending change orders for this project. Once again, I reiterate that I am in agreement with each condition and would recommend that the Owner approve each item, as I believe it best for the overall completion of the project. Please let me know if there are any additional questions or comments.

Respectfully,

Sam Garcia, AIA
Principal

200 S. 10th Street | Suite 1602 McAllen, Texas 78501 M (956) 212-4930 SG@samgarciaarchitect.com www.samgarciaarchitect.com

TREMCO INCORPORATED
WEATHERPROOFING TECHNOLOGIES, INC.
ROOF ANALYSIS REPORT

DATE: April 23, 2015

OWNER: The County of Hidalgo
100 N Closner
Edinburg, Texas 78539

Building: Hidalgo County Detention Center
701 Cibolo Road
Edinburg, Texas 78539

EXISTING CONSTRUCTION:

Adult Detention Center
West side Metal Roofs - Approximate Roof Area: 5,032 S. F.

Existing Roof and Deck System:
- Metal deck
- Standing Seam Metal Roof

EXISTING CONDITIONS:

Detention Center West Side Metal Roofs:
The existing metal roof is leaking and in a failing condition. The existing metal roof was installed directly over the metal deck without the required membrane underlayment as recommended by the **N**ational **R**oofing **C**ontractors **A**ssociation. Current leaks were most likely caused either by wind driven rain or a high volume of water running over the metal panel. The standing seam snap lock panel may not have been able to maintain a watertight seam with a high volume of water that will drain from the upper low slope roof during heavy rains or high winds that may have blown water behind the head flashing closures at the wall intersection. In either scenario, the leak would have been avoided if the roof system was installed with the proper underlayment. It was also noted that the roof was installed without roofing insulation which could lend itself to additional condensation issues that may or may not have been a noticeable issue in the past.

These observations are intended to provide a representation of conditions on the roof at the time of this inspection and shall not be construed as a warranty or other judgment as to the suitability of the roof to perform its intended function.

RECOMMENDATIONS:

Detention Center West Side Metal Roofs:

Tremco would recommend a full replacement of the existing metal roof. A full replacement would ensure the roof would be insulated bring it up to current code and would ensure a complete underlayment would be installed to prevent leaks in any senerio.

Scope of Work for full replacement:

1. Remove existing metal panels, gutter downspouts, and wall counter flashings down to the metal deck.
2. Mechanically fasten a 3" polyisocyanurate along with a ½" Dens Deck to the metal deck.
3. Provide additional wood blocking as necessary.
4. Dry in roofing insulations with Tremco POWERply SA Base Sheet.
5. Fabricate and install, of 24ga pre-finished metal, new perimeter edging, gutter and downspouts.
6. Fabricate and install of 24ga prefinished metal, new 16" wide double lock standing seam metal roof panels. Secure as required to meet wind requirements.
7. Install z-closures at hip and ridge along with counter flashing and surface mounted wall flashing.
8. Fabricate and install new conductor heads and downspouts from upper low slow roof to accommodate new metal roof heights.

BUDGETS:

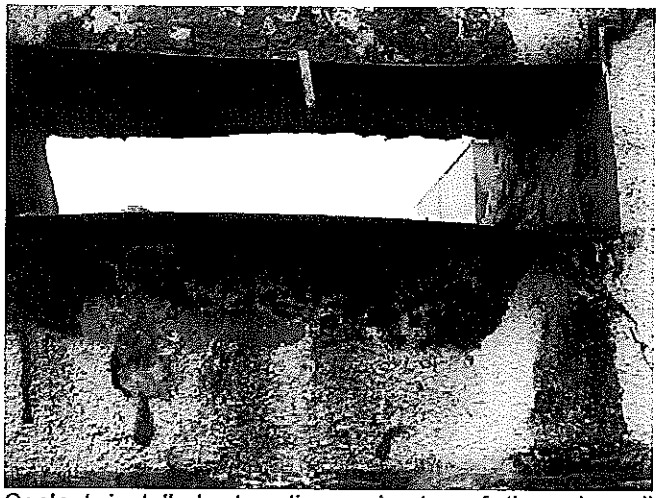
Adult Detention Center West Side Metal roofs:

Roof Replacement:

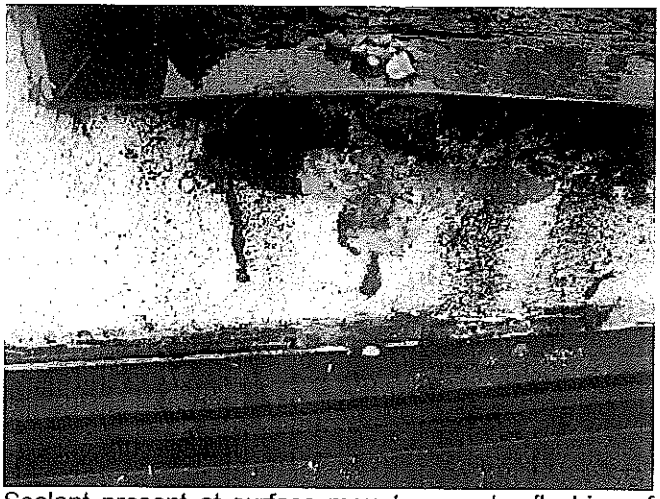
The cost for complete roof replacement as indicated above would be approximately $ **88,000** to $ **92,000**.

The budget pricing listed above is based on current information and markets. Should conditions change these numbers could fluctuate widely. The budget pricing for testing, repairs or replacement costs is for informational purposes only and shall not be construed as a proposal to perform any work on the above mentioned projects by Tremco Incorporated or Weatherproofing Technologies, Inc.

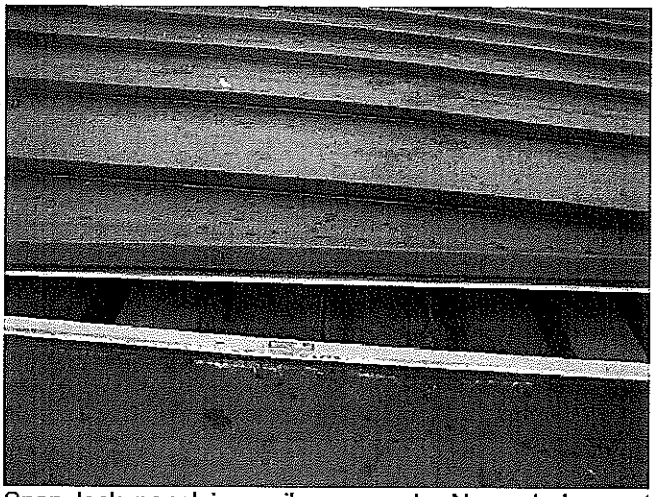
Prepared by: Richard L. Garcia-Field Representative / Tremco Incorporated / Weatherproofing Technologies, Inc.



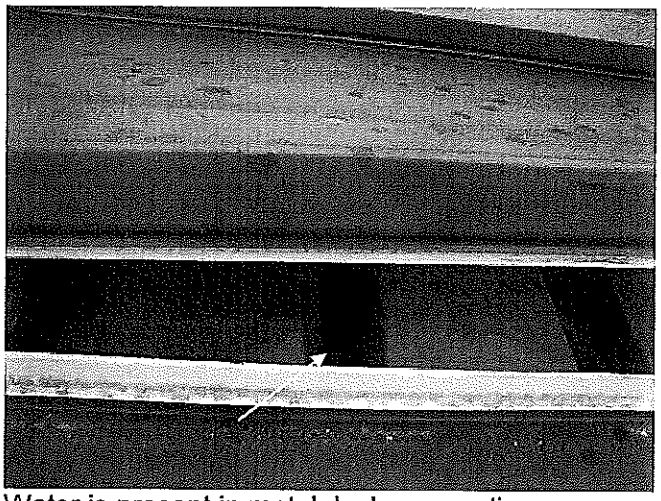
Sealant installed at entire perimeter of through wall scupper.



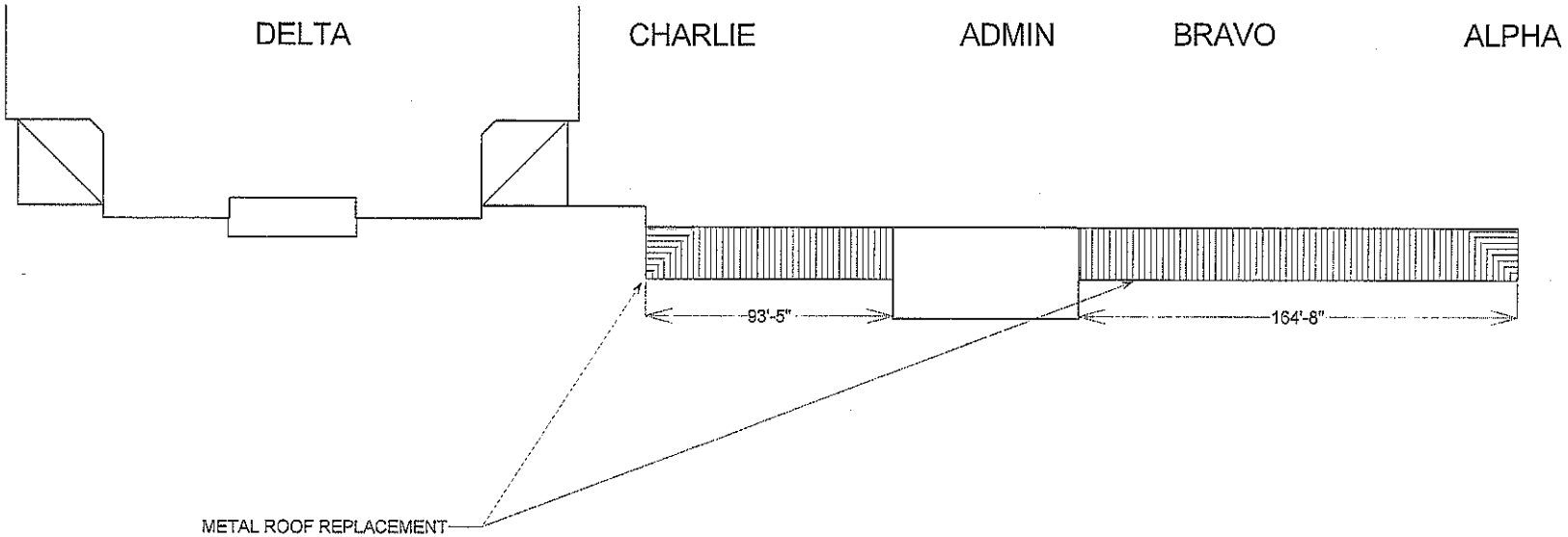
Sealant present at surface mounter counter flashing of metal roof.



Snap lock panel is easily removed. No underlayment present. Metal panels are installed directly to the metal deck.



Water is present in metal deck corrugations.



TRIENCO wti	HIDALGO COUNTY ADULT DETENTION CENTER 701 EL CIBOLO ROAD	DATE: APRIL 23, 2015 SCALE 1" = 70' DRAWN BY: RLG

R | R ROOFING
310 Hanmore Industrial Pkwy - Harlingen, TX 78550
956.423.3359 - Fax 956.423.3382

May 21, 2015

Hidalgo Co Adult Detention Center and Law Enforcement Facility Repairs and/or Replacement
Edinburg, TX

We propose to furnish all labor, materials and equipment necessary to do the following work:

Section 07xxxx – Standing Seam Metal Roofing Panels
Removal of existing standing seam roof panels and installation of 24 gauge, standard-color Kynar-prefinished, standing -seam roof panels over Tremco POWERply SA underlayment over ½" DensDeck Prime, which is to be mechanically-attached through a base layer of 3" polyisocyanurate insulation. Includes all related trim, gutter and downspout.

Options available to owner (at no cost):
Panel Type - 1.5" tall mechanically-seamed double lock or 1.75" tall snap-lock
Panel Width - 12" or 16"
Panel finish - Plain or striations

Base Bid: $ 90,000.00

Exclusions to base bids:
Any alternates, allowances and/or unit pricing, exact color-matching of existing panels, engineering, certification and/or testing, any other sections not listed in base bid.

Hedley Hichens

From: melissa reyes
To: e.maldonado@cahsinc.com
Subject: Proposal for Hidalgo County Detention center
Date: Wednesday, May 27, 2015 8:21:33 AM

De Luna Refrigeration
Regulated by the Texas Department of Licensing & Regulation
P.O. Box 12157 Austin, TX 78711 1-800-9202 (512) 463-6599

3912 Rhonda St.
Edinburg, Texas 78539 TACLB010909C

Telephone: (956) 992-9550
Fax: (956) 992-0561

PROPOSAL

SUBMITTED TO: CAHS Inc.
ATTN: Tori Maldonado DATE: 05/27/15
PROJECT: Hidalgo County Detention Center

We herby propose the installation of 2 medium temp. and 1 low temp. R-404 refrigeration systems. Price includes 2 evaporators, defrost timers, solenoid valves and digital temperature controls per system. Also included in scope of work is the replacement of refrigeration lines, the addition of an exterior sub panel for new condensing units. All work to include 1yr. Parts and labor warranty and 3-5 yr. compressor extended warranty.

TOTAL: $ 25,500.00

NOTE: Coil coating and hermetic compressor for condensing units included.

ALL WORK IS GUARANTEED TO BE AS SPECIFIED AND PERFORMED IN ACCORDANCE WITH THE SPECIFICATIONS SUBMITTED. THE ABOVE WORK WILL BE COMPLETED IN A PROFESSIONAL MANNER.

TERMS: As per normal procedures.

ANY DEVIATION FROM THE SPECIFICATIONS MENTIONED IN THE ABOVE TERMS, WILL RESULT IN AN EXTRA COST, AND AN OVER CHARGE FROM THE INTIAL ESTIMATED PRICE.
ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, OR DELAYS BEYOND OUR CONTROL.

RESPECTFULLY SUBMITTED BY Armando De Luna

De Luna Refrigeration

I have the authority to order the work outlined above. I agree that seller retains title to equipment materials furnished until final payment is made. If final payment is not made as agreed, Seller can remove said equipment, and materials at Seller's expense. Any damage resulting from said removal shall not be the responsibility of Seller.

SIGNATURE: DATE:

MB MASTER-BILT® Refrigeration Solutions
Website: www.master-bilt.com

908 Highway 15 North - New Albany, MS 38652
Phone: (662) 534-9061 - Toll Free: (800) 647-1284
Fax: (662) 534-6049 - Toll Free: (800) 232-3966

Price Quotation

Quote No.	MB1531632CT-A
Date:	05/22/2015
Lead Time:	4-5 Weeks
Price Protected:	90 Days
Page :	1 of 3
Phone :	956-423-2491
Fax :	956-423-3088

Customer 019137	Kitchen Resources LP (PRD) 2102 Fair Park Blvd. Harlingen, TX 78550		
Attention		Sales Rep	Prologic Food Equip Group #58 (058)
Project	Hidalgo County	Regional Manager	Bob Gasbarro (081)
Item Number	Refg.	Prepared By	CT/SJ D

We are pleased to quote the following equipment:

TOTAL PRICE
TOTAL WARRANTY PRICE
GRAND TOTAL QUOTATION PRICE F.O.B. New Albany, MS.

NOTES & COMMENTS:

Approximate Total Shipping Weight (lbs) 1,178

No freight charges are included in the quote price.

Note: Walk-ins with wall panels 112" or taller will have ribs @ 5-3/4" on center on walls and ceilings (except for St/St finishes and/or hard-rail construction) unless specified otherwise.

Master-Bilt standard foamed-in-place floor is designed to support maximum 700 lbs/sq ft of evenly distributed stationary load. Conditions other than this require reinforcement. Consult factory.

Unless otherwise noted, refrigeration systems on this quote/order are sized for holding duty only; no product load or pull-down is included.

Refrigeration Systems

(1)	MSLZ0151C/531632	4HP Cond 208-230/60/3 R-404A, Scroll, Hood & Low Ambient Kit, Low Temp -10F., 12594 BTUH System Capacity. With Mounted Timer. Sized for 110 F. Temperature at Condenser. 30" (L) 31" (W) 26" (H) Base: M3 @ 230#. MCA: 32, MOP: 40, RLA: 15, LRA: 99. Connections - Liquid: 1/2", Suction: 7/8". 09-09895 Solenoid (Loose).
(1)	MHHZ0111C/531632	1HP Cond 208-230/60/3 R-404A, With Hood & Low Ambient Kit, Medium Temp 35F., 7392 BTUH System Capacity. With Mounted Timer. With Hermetic Compressor. Sized for 110 F. Temperature at Condenser. 22" (L) 27" (W) 18" (H) Base: M1 @ 250#. MCA: 13, MOP: 15, RLA: 5, LRA: 36. Connections - Liquid: 3/8", Suction: 5/8". 09-09892 Solenoid (Loose).
(1)	MHHZ0171C/531632	1.5HP Cond 208-230/60/3 R-404A, With Hood & Low Ambient Kit, Medium Temp 35F., 11340 BTUH System Capacity. With Mounted Timer. With Hermetic Compressor. Sized for 110 F. Temperature at Condenser. 38" (L) 27" (W) 18" (H) Base: M2 @ 360#. MCA: 14, MOP: 20, RLA: 7, LRA: 51. Connections - Liquid: 1/2", Suction: 7/8". 09-09895 Solenoid (Loose).
(2)	E1LZ0075B/531632	Evap 208-230/60/1 R-404A, Low Temp -10F., 7500 BTUH Evaporator Capacity. 42" (L) 15" (W) 16" (H) @ 67#. Fan Amps: 0.9, Defrost Amps: 7.0. 900-50375 Preassemble Kit.
(2)	E1HZ0052A/531632	Evap 115/60/1 R-404A, Medium Temp 35F., 5300 BTUH Evaporator Capacity.

This quotation outlines Master-Bilt's interpretation of information supplied with your quote request. Final responsibility for selecting the proper specifications for your particular end use rests with you, the customer. Master-Bilt will not be responsible for any misapplication or improper end use of our products. Unless otherwise noted, installation is not included. Purchaser is responsible for taxes, permits or other requirements. Delivery is contingent on delays beyond our control. Order acceptance is subject to credit approval. Notice: Limited 5 year compressor warranty applies only within the United States, its possessions, territories and Canada.

MB MASTER-BILT®
Refrigeration Solutions
Website: www.master-bilt.com

908 Highway 15 North - New Albany, MS 38652
Phone: (662) 534-9061 - Toll Free: (800) 647-1284
Fax: (662) 534-6049 - Toll Free: (800) 232-3966

Price Quotation

Quote No.	MB1531632CT-A
Date:	05/22/2015
Lead Time:	4-5 Weeks
Price Protected:	90 Days
Page :	2 of 3
Phone :	956-423-2491
Fax :	956-423-3088

Customer 019137	Kitchen Resources LP (PRD) 2102 Fair Park Blvd. Harlingen, TX 78550		
Attention		Sales Rep	Prologic Food Equip Group #58 (058)
Project	Hidalgo County	Regional Manager	Bob Gasbarro (081)
Item Number	Refg.	Prepared By	CT/SJ D

		28" (L) 15" (W) 16" (H) @ 46#. Fan Amps: 0.9. 900-50375 Preassemble Kit.
(2)	E1HZ0065A/531632	Evap 115/60/1 R-404A, Medium Temp 35F., 6600 BTUH Evaporator Capacity.
		28" (L) 15" (W) 16" (H) @ 50#. Fan Amps: 0.9. 900-50375 Preassemble Kit.
(1)	MBWR050S	4 Year Extended Compressor Warranty, 3.5-5HPS
(1)	MBWR010	4 Year Extended Compressor Warranty, .5-1HP
(1)	MBWR030	4 Year Extended Compressor Warranty, 1.5-3HP

This quotation outlines Master-Bilt's interpretation of information supplied with your quote request. Final responsibility for selecting the proper specifications for your particular end use rests with you, the customer. Master-Bilt will not be responsible for any misapplication or improper end use of our products. Unless otherwise noted, installation is not included. Purchaser is responsible for taxes, permits or other requirements. Delivery is contingent on delays beyond our control. Order acceptance is subject to credit approval. Notice: Limited 5 year compressor warranty applies only within the United States, its possessions, territories and Canada.

MASTER-BILT
Refrigeration Solutions
Website: www.master-bilt.com

908 Highway 15 North - New Albany, MS 38652
Phone: (662) 534-9061 - Toll Free: (800) 647-1284
Fax: (662) 534-6049 - Toll Free: (800) 232-3966

Price Quotation

WALK-IN TERMS AND CONDITIONS

1. All orders are subject to acceptance by Master-Bilt, Division of Standex International Corporation ("Seller"), must be made in writing, and are subject to credit approval prior to shipment if the Buyer's credit account status has changed.
2. Unless specified by the customer when ordering, the method of shipment will be determined by Seller.
3. Freight terms: F.O.B. Factory – "New Albany, MS" (unless otherwise specified on the attached quote or order).
4. The Buyer shall be liable for all Federal, State and Local taxes. These amounts will be added to the purchase price where required by law, unless an exemption certificate is received prior to shipment of merchandise.
5. All new accounts will be subject to credit approval.
6. Seller's terms are Net 30 days, unless otherwise specified. A service charge of one and one half percent per month will be imposed on all past due balances. A non-refundable deposit may be required on any "non-stock" items.
7. Claims for shortages or incorrect merchandise must be made in writing to Seller within ten (10) days after receipt of merchandise.
8. FREIGHT DAMAGES OR DELAYS ARE NOT THE RESPONSIBILITY OF SELLER. Any claim for damaged merchandise must be processed through the delivering carrier by the consignee: Master-Bilt may assist in filing the claim in order to expedite the claim.
9. All cancelled orders and returned goods may be subject to a minimum of **25% cancellation and/or restocking charge.** Merchandise may not be returned without written authorization from the Seller. Requests for return must be made within ninety (90) days after shipment. Custom or modified units cannot be returned without a "Return Authorization".
10. Prices and specifications are subject to change without notice.
11. All orders will be manufactured and invoiced as specified in the Seller Order Acknowledgement. If corrections or additions are required by the customer, Seller must be advised in writing immediately. If this is not done, it is assumed by Seller that the customer has examined and approved the acknowledgement as written, including the terms and conditions of same, which are a part of each order acknowledgement.
12. The domestic state considered in any warranty claims, legal claims and etc., against the Seller would be the State of Mississippi, County of Union.
13. Buyer also agrees that Seller may deposit all checks, and with "Acceptance with Reservations of all rights".
14. The Buyer acknowledges acceptance of Seller's standard warranty as a condition of purchase, and that Seller has not made or implied any additional or replacement to the standard warranty.
15. Buyer agrees to indemnify, hold harmless and defend Seller from and against any and all liabilities and expenses arising out of any injury or damage which results from Buyer's misuse, misapplication, or failure to inspect, maintain or repair the Products which are the subject of this agreement.

LIMITED ONE (1) YEAR WARRANTY

Master-Bilt warrants to the original purchaser-user that its foamed-in-place panels will be free from insulation failure for TEN YEARS from original installation by an authorized representative, under conditions of normal use and recommended maintenance.

Master-Bilt warrants to the original purchaser-user that all other parts of its walk-in coolers, freezers, and other equipment except expendable electrical components, will be free from defects in material and workmanship for not longer than ONE YEAR AND THREE MONTHS from shipment, under conditions of normal use and recommended maintenance.

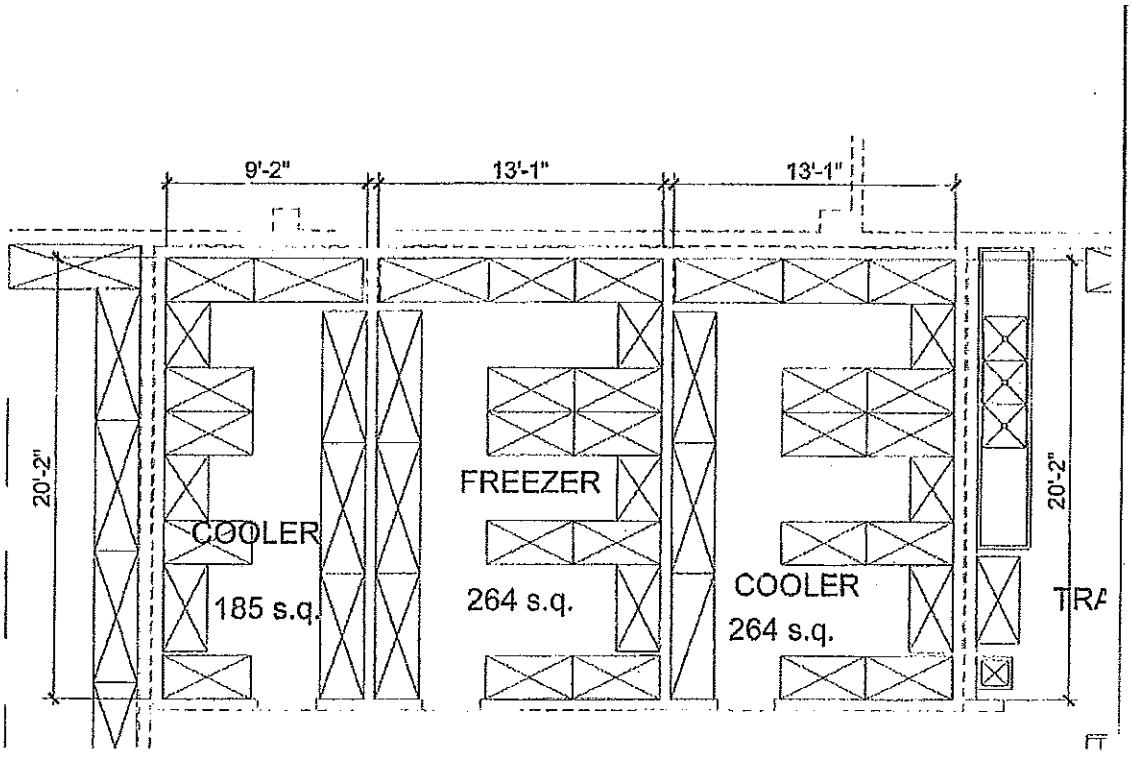
The obligation of Master-Bilt shall be limited to repairing or replacing (at its option) any part which is defective in the reasonable opinion of Master-Bilt. The user will have the responsibility and expense of removing and returning the defective panel or part to Master-Bilt as well as the cost of reinstalling the replacement or repaired part.

Defective conditions caused by abnormal use or misuse, lack of or improper maintenance, damage by third parties, alterations, acts of God, failure to follow installation or safety instructions or any other event beyond the control of Master-Bilt will not be covered under this warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL MASTER-BILT BE LIABLE FOR LOSS OF USE, REVENUE OR PROFIT OR FOR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGE INCLUDING, BUT NOT LIMITED TO, FOOD SPOILAGE OR PRODUCT LOSS.

THIS WARRANTY SHALL APPLY ONLY WITHIN THE CONTINENTAL UNITED STATES, ITS TERRITORIES AND POSSESSIONS AND IN CANADA.



Hidalgo County Detention & Law Enforcement Facilities Repair and/or Replacement

MISSION RESTAURANT SUPPLY

Quote

05/29/2015

Project:
CAHS
Hidalgo County Adult Detention Center

From:
Mission Restaurant Supply - McAllen
Cathy Drummond
3422 N. 10th St.
McAllen, TX 78501-1930
956-467-1295

Project Code: 411

On Replacement Doors: Existing Electrical is to be used for the new doors, any alterations or new electrical needed is to be done by others and is not included in this quote. Because the existing door frames are installed in the cement slab, the replacement doors will be an add a door style and installed on top of the existing door frames. New heated door frames are standard accessories on the door frames. American Panel and Mission Restaurant Supply both have a standard One Year warranty on the Parts & Labor. Everything referenced on the drwgs and notes J & K sheet AA 1.1 is covered on this quote excluding only the electrical as stated above.

Item	Qty	Description	Sell	Sell Total
1	1 ea	**DOOR** American Panel Corporation Model No. CUSTOM Cooler Door & Frame including Breakway latch, tamperproof screws for prison, security pin & lift - off stop, security cover for thermometer/light switch, door kickplate, door locking bar for prison **Frame Size 3"-10" x 8'-1.75"** **Door Size 34" x 77"** **Door Style 4" Foamed Raised Casing Door** **Interior Finishh 22 Gauge Stainless Steel** **Exterior Finish 22 Gauge Stainless Steel**	$5,775.13	$5,775.13
1	1 ea	**DOOR** American Panel Corporation Model No. CUSTOM Cooler Door & Frame including Breakway latch, tamperproof screws for prison, security pin & lift - off stop, security cover for thermometer/light switch, door kickplate, door locking bar for prison **Frame Size 3"-10" x 8'-1.75"** **Door Size 34" x 77"** **Door Style 4" Foamed Raised Casing Door** **Interior Finishh 22 Gauge Stainless Steel** **Exterior Finish 22 Gauge Stainless Steel**	$5,775.13	$5,775.13
1	1 ea	**DOOR** American Panel Corporation Model No. CUSTOM Freezer Door & Frame including Breakway latch, tamperproof screws for prison, security pin & lift - off stop, security cover for thermometer/light switch, door kickplate, door locking bar for prison **Frame Size 3"-10" x 8'-1.75"** **Door Size 34" x 77"** **Door Style 4" Foamed Raised Casing Door**	$5,949.74	$5,949.74

Item	Qty	Description	Sell	Sell Total
		Interior Finishh 22 Gauge Stainless Steel **Exterior Finish 22 Gauge Stainless Steel**		
		Total		$17,500.00

Manufacturer Summary

Mfr	FOB	ZIP	Class	Weight	Good Until	Terms	Notes
American Panel	Ocala	34472					

AI-50006 **Purchasing Department** **13. H.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Comm. Cuellar, COMM. PCT. #1

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: COMM. PCT. #1

Information

CAPTION

Acceptance and approval of request for payment of Invoice #Feb 15-14 dated 2-27-25 in the amount of $7,860.95 as submitted by LeFEVRE Engineering for the provision of engineering services in connection with Heidelberg-Palm Street Project under Contract #C-14-308-09-09-PO#721466 - WA#2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1339-431-00-121-314-0-721

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

BUDGETARY IMPACT:

PO# 721466 available balance as of 6-5-15 $17,115.94

Attachments

INVOICE

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/04/2015 06:23 PM
Budget & Management	Veronica Ortiz	06/05/2015 08:12 AM
Manuel Chapa	Manuel Chapa	06/05/2015 10:24 AM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM

Form Started By: Vangie Garcia Started On: 06/04/2015 05:42 PM

Final Approval Date: 06/05/2015

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

Invoice

Date	Invoice #
2/27/2015	Feb 15-14

Bill To
Attn: Marcie Jackson Hidalgo County - PCT. 1 1902 Joe Stephens Ave., Ste. 101 Weslaco, TX 78596

P.O. No.	Terms	Project
721466		

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
Service	Basic Engineering: P182 Heidelberg-Palm Street	13,221.41			0.3	13,221.41	30.00%	30.00%	3,966.42
Service	Survey Topography: P182 Heidelberg-Palm Street	3,894.53			1	3,894.53	100.00%	100.00%	3,894.53

PCT. # 1
CIP
5-1339-431-00-121314-0-721

INVOICE RECEIVED BY
on 4/28/15
GOODS/SERVICES RECEIVED BY:
on

Total	$7,860.95
Payments/Credits	$0.00
Balance Due	$7,860.95

Purchase Order
COUNTY OF HIDALGO

PO# 721466

DATE: 02/19/15

PAGE NO: 1 OF 1

PO TYPE:

VENDOR: 390526 REQ: 00270697 CANCELLED: 09-08-15

PHONE:

EMAIL:

SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

LEFEVRE ENGINEERING & MANAGEMENT
CONSULTING, LLC
612 NOLANA, SUITE 520
MCALLEN TX 78504

CONTACT:

SITE: COMMISSIONER, PRECINCT 1

CONTRACT NO: C-14-308-09-09

SPECIAL INSTRUCTIONS: RP5

VENDOR NOTES

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

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		C-14-308-09-09 EXPIRES 9/8/2015 APPROVED THRU C.C. ON 2/4/15 UNDER AI-48286		
1.00	EACH	CC WORK AUTHORIZATION #2 FOR PALM STREET LOCATED IN HEIDELBERG SUBDIVISION	13,221.41	13,221.41
		ORIGINAL SCOPE: BASIC ENGINEERING		
1.00	EACH	CC TOPOGRAPHIC SURVEY	3,894.53	3,894.53
		TOTAL:		17,115.94
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		5-1339-431-00-121-314-0-721 17,115.94		

Authorized by: Martha L Salazar

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Request AI - Invoice No.Feb 15-14 LeFevre Engineering & Management Consulting, LLC PO# 721466

From : Marcie Jackson <marcie.jackson@co.hidalgo.tx.us> Mon, Jun 01, 2015 10:41 AM

Subject : Request AI - Invoice No.Feb 15-14 LeFevre Engineering & Management Consulting, LLC PO# 721466 1 attachment

To : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Cc : Katia Garcia <katia.garcia@co.hidalgo.tx.us>

Vangie,

Please place invoice #Feb. 15-14 LeFevre Engineering & Management Consulting, LLC, on the next regularly scheduled County Commissioner's meeting for approval and payment. This invoice was not submit for CC approval due to "Corrected Exhibit B" of Work Authorization No.2 was unintentionally left caption that name a certain city (AI-49691 05/19/2015). If you need additional information or have any questions, please call or email me.

Thank you,

Marcie Jackson
Accnts. Payable Assist. Supervisor/BCAP Admin. Assist. IV
Hidalgo County Precinct No.1
1902 Joe Stephens Ave. Suite 101
Weslaco, Texas 78599
Phone# (956)968-8733
Fax# (956)973-7804

721466 INV NO.FEB 15-14 LEFEVRE.pdf
290 KB

AI-50008 **Purchasing Department** **13. I.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted By: Rocio Villarreal,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance & approval of the following invoices submitted by contracted/project engineer, L & G Consulting Engineers, Inc.:
1. Invoice No. 11325149-$ 3,156.49 for "Mile 3-WA#1"
2. Invoice No. 11325146-$23,180.00 for "La Homa ROW-WA#1"
3. Invoice No. 11325153-$ 84,293.50 for "Mile 3"
4. Invoice No. 11325155 -$10,841.37 for "FM 494-Shary Road Project"

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1303-431-00-123-051-0-841

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

BUDGETARY IMPACT:

PO 700622 - funding available as of 6-5-15

FISCAL YEAR: 2015 ACCT. #: 5-1342-431-00-123-045-0-841

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

BUDGETARY IMPACT:

PO 671613 - funding available as of 6-5-15

FISCAL YEAR: 2015 ACCT. #: 5-1345-431-00-123-051-0-721/841

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

BUDGETARY IMPACT:

PO 720579 - funding available as of 6-5-15

FISCAL YEAR: 2015 ACCT. #: 5-1303-431-00-123-105-0-841

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

BUDGETARY IMPACT:

PO 702309 - funding available as of 6-5-15

Attachments

Invoices

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/05/2015 08:50 AM
Budget & Management	Veronica Ortiz	06/05/2015 08:55 AM
Manuel Chapa	Manuel Chapa	06/05/2015 02:08 PM
Auditor's Office	Monica Badillo	06/05/2015 04:46 PM
Form Started By: Rocio Villarreal		Started On: 06/05/2015 08:30 AM
Final Approval Date: 06/05/2015		

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11325153
INVOICE DATE: 05/31/15

SIGN: _____
REQ# 270869
PO# 720579

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 131002
Mile 3 Project
WA#2 PO#720579
C-13-305-10-07

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of May 2015.						
15001-Field Survey	58,935.00	11,787.00	5,893.50	17,680.50	30.0	41,254.50
15010-Field Srvy/Sub	123,465.00	38,041.00		38,041.00	30.8	85,424.00
16001-Roadway Design	980,000.00	196,000.00	78,400.00	274,400.00	28.0	705,600.00
16006-Plans to TxDot	66,000.00				0.0	66,000.00
16205-Sign,Marki,Dsg	4,432.72	443.27		443.27	10.0	3,989.45
16250-Sign,Marki,Dsg	115,567.28				0.0	115,567.28
TOTALS:	1,348,400.00	246,271.27	84,293.50	330,564.77	24.5	1,017,835.23

PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	$	1,348,400.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,348,400.00
TOTAL COMPLETED TO DATE	$	330,564.77
LESS PREVIOUS INVOICES	$	246,271.27
CURRENT PAYMENT DUE	$	84,293.50

INVOICE RECEIVED BY
_____ ON 6/2/15
GOODS/SERVICES RECEIVED BY
Cesar Flores ON 5/1-31/15

5-1345-431-00-123-051-0-721

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11325155
INVOICE DATE: 05/31/15

SIGN: _____
REQ# 94831
PO# 702309

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 131201
FM494 - Shary Road Project
WA#1 - P.O.#702309

Engineering services for the month of May 2015.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
11005-Prl Comp. Util	18,000.00	18,000.00		18,000.00	100.0	
11006-Design Schem	293,625.00	290,688.75	2,936.25	293,625.00	100.0	
11007-Upd Sch TxDt C	30,000.00	29,700.00		29,700.00	99.0	300.00
11008- Eng Tech Supp	24,000.00	24,000.00		24,000.00	100.0	
11009-Eng Sch/Pub He	12,000.00	3,600.00	600.00	4,200.00	35.0	7,800.00
12001-EA Reports	95,000.00	61,750.00	4,750.00	66,500.00	70.0	28,500.00
12002-Pub Invmt/Mtg	25,000.00	25,000.00		25,000.00	100.0	
12003-Pub Invmt/Hear	25,000.00	7,500.00	1,250.00	8,750.00	35.0	16,250.00
12080-Arch & Hist	30,000.00	6,723.70	810.22	7,533.92	25.1	22,466.08
13001-Owner Data/Sch	21,000.00	21,000.00		21,000.00	100.0	
15001-Field Srvy	4,949.00	2,969.40	494.90	3,464.30	70.0	1,484.70
15010-Field Srvy/Sub	107,851.00	87,560.00		87,560.00	81.2	20,291.00
16101-Hydro Map	42,000.00	42,000.00		42,000.00	100.0	
TOTALS:	728,425.00	620,491.85	10,841.37	631,333.22	86.7	97,091.78

ORIGINAL CONTRACT SUM	$	728,425.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	728,425.00
TOTAL COMPLETED TO DATE	$	631,333.22
LESS PREVIOUS INVOICES	$	620,491.85
CURRENT PAYMENT DUE	$	10,841.37

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
DR ON 6/2/15
GOODS/SERVICES RECEIVED BY
Connie Flores ON 5/31/15
5-1303-431-00-123.105-0-841

W

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11325149
INVOICE DATE: 05/31/15

SIGN: _____
REQ# 246010
PO# 700622

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 131001
Mile 3 WA#1
WA#1 P.O.#700622
C-13-305-10-07

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of May 2015.						
11005-Prel Comp Util	70,000.00	70,000.00		70,000.00	100.0	
11006-Design Schem	309,600.00	309,600.00		309,600.00	100.0	
11007-Prl ROW Ownrsh	40,000.00	40,000.00		40,000.00	100.0	
12001-EA Reports	160,000.00	104,000.00		104,000.00	65.0	56,000.00
12002-P.Inv Mtg/Hear	79,200.00	79,200.00		79,200.00	100.0	
12007-Arch & Hist	32,027.60	8,006.90	1,601.38	9,608.28	30.0	22,419.32
12008-Pub Mtgs/Hear	54,000.00	40,500.00		40,500.00	75.0	13,500.00
12070-Arch&Hist/SUB	32,972.40	8,501.31	1,555.11	10,056.42	30.5	22,915.98
16101-Hydro Map	45,000.00	45,000.00		45,000.00	100.0	
16401-Coor w/Tx/FHWA	30,000.00	30,000.00		30,000.00	100.0	
33001-Geotech Testin	20,000.00	20,000.00		20,000.00	100.0	
TOTALS:	872,800.00	754,808.21	3,156.49	757,964.70	86.8	114,835.30

PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	$	872,800.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	872,800.00
TOTAL COMPLETED TO DATE	$	757,964.70
LESS PREVIOUS INVOICES	$	754,808.21
CURRENT PAYMENT DUE	$	3,156.49

INVOICE RECEIVED BY
_____ ON 6/2/15
GOODS/SERVICES RECEIVED BY
_____ ON 5/31/15
5-1303-431-00-123-0510-841

5149

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11325146
INVOICE DATE: 05/31/15

SIGN: _____
REQ# 211011
PO# 671613

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 120101
La Homa ROW - WA#1
Limits: SH495 to FM 1924
PO#671613

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of May 2015.						
32001-Const Mgmt	108,000.00		21,600.00	21,600.00	20.0	86,400.00
60000-Row Acq. Admin	329,000.00	329,000.00		329,000.00	100.0	
60100-Title Services	42,000.00	42,000.00		42,000.00	100.0	
60200-Appraisal Srv	49,000.00	49,000.00		49,000.00	100.0	
60220-Appraisal Srv	140,000.00	140,000.00		140,000.00	100.0	
60300-Appraisal Rvw	24,500.00	24,500.00		24,500.00	100.0	
60330-Appraisal Rev	31,500.00	31,500.00		31,500.00	100.0	
60400-Parcel Negtion	245,000.00	241,500.00	1,400.00	242,900.00	99.1	2,100.00
60500-Clsng Srvs Fee	14,000.00	12,940.00	180.00	13,120.00	93.7	880.00
TOTALS:	983,000.00	870,440.00	23,180.00	893,620.00	90.9	89,380.00

ORIGINAL CONTRACT SUM	$	983,000.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	983,000.00
TOTAL COMPLETED TO DATE	$	893,620.00
LESS PREVIOUS INVOICES	$	870,440.00
CURRENT PAYMENT DUE	$	23,180.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 6/2/15
GOODS/SERVICES RECEIVED BY
_____ ON 5/31/15

5-1342-431-00-123-045-0-841

5144

AI-50009 **Purchasing Department** **13. J.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Invoice #11325144 in the amount of $3,788.64 from L&G Consulting Engineers, Inc. contracted engineer for HCMPO Policy Meeting-C-13-225-07-09.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-429-30-125-014-0-334

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

BUDGETARY IMPACT:

PO 697785

Attachments

Invoice 11325144

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	06/05/2015 09:47 AM
Budget & Management	Veronica Ortiz	06/05/2015 09:56 AM
Auditor's Office	Monica Badillo	06/05/2015 04:46 PM

Form Started By: Rocio Villarreal Started On: 06/05/2015 08:42 AM

Final Approval Date: 06/05/2015

L&G Engineering
Transportation Consultants

June 1, 2015

Hidalgo County
Budget Office
Attn: Sergio Cruz
2818 S. Bus. Hwy 281
Edinburg, TX 78539

RE: PROGRESS REPORT
Activities at the HCMPO for the month of May 2015
Work Authorization No. 1 Contract #C-11-054-04-12 (PO#697785)

Dear Judge Garcia and County Commissioners,

Attached is our invoice for the month of May 2015. This invoice covers the basic fee associated for attending the Hidalgo County Metropolitan Planning Organization (HCMPO) technical and policy meetings.

The following tasks were accomplished this month.

- May 5, 2015 – Arnold Cortez, P.E. attended the HCMPO Technical Advisory Committee (TAC) meeting.

- May 21, 2015 –Hidalgo County MPO Policy Meeting - CANCELLED.

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO/President

Attachments

HIDALGO COUNTY
BUDGET OFFICE
2015 JUN 4 PM 2:29

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11325144
INVOICE DATE: 05/31/15

BILL TO:
Hidalgo County
100 E. Cano
Edinburg, TX 78539

JOB: 130901
HCMPO - On Call Eng Services
PO#697785

Engineering services for the month of May 2015.

HCMPO TECH MEETING

HCMPO Tech Meeting	1.00 mtg	3788.640 / mtg	3,788.64
HCMPO TECH MEETING TOTAL:			3,788.64
TOTAL			3,788.64

Project Manager's Signature

HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION

Technical Advisory Committee Meeting –Tuesday, May 5, 2015

HCMPO Conference Room

Weslaco, TX.

PLEASE PRINT

	NAME	ENTITY AND ADDRESS	PHONE	FAX	E-MAIL ADDRESS
1.	Richard M. Hinojosa	City of Edinburg	388-8202		rhinojosa@cityofedinburg.com
2.	Robert Escobar	City of Pharr			
3.	Arnold Cortez for Jacinto Gaeza (Hidalgo Co)	L&B Engineers			@lg-engineers.com
4.	Jose F Flores	ALTON (BTA)	537-4037		jfflores34@gmail.com
5.	Gabriel Zuniga	Valley Metro	520-4305		gzuniga@lrgvdcttransit.org
6.	Sandra Munoz	City of McAllen	6813501		smunoz@mcallen.net
7.	Bobby Salinas	City of Alamo	787-0006		bsalinas@alamotexas.org
8.	X. Cervantes	San Juan	223-2220		
9.	Homer Bazan	TxDOT	702-6214		homer.bazan@txdot.gov
10.	Ed Carter	McAllen	681-1250		
11.	Dora E. Robles	Pharr	402-4221		dora.robles@pharr-tx.gov
12.	Eric Davila	HCRMA PMC	682-3677		eric.davila@dannunzio.com
13.	Eduardo Mendez	COM	681-2717		
14.	Jaime S. Sandoval	COM	565-3114		
15.	Oscar Cuellar Jr	Penitas	240-1106		

AI-50011 **Purchasing Department** **13. K.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for discussion, consideration, and approval for disbursement of funds to be made and sent directly to Escrow Agent: Bank of America Merrill Lynch as requested by awarded vendor, (approved by Commissioners Court on June 02, 2015) RDH Site and Concrete, LLC as a condition to their Surety and thus directing all contract proceedings earned and to be earned under project #CAP-15-086-03-11-YSS/contract #C-CAP-15-086-03-31 Road & Drainage Construction for Rankin Subdivision directly to the Escrow Agent for RDH Site and Concrete, LLC: Bank of America Merrill Lynch.

BACKGROUND

Fiscal Impact

Attachments

disb agrmnt 50011

Form Review

Inbox	**Reviewed By**	**Date**
Purchasing Department	Nielda Cavazos	06/05/2015 09:47 AM
Budget & Management	Veronica Ortiz	06/05/2015 09:57 AM
Auditor's Office	Monica Badillo	06/05/2015 04:46 PM

Form Started By: Yvette Islas Started On: 06/05/2015 08:58 AM

Final Approval Date: 06/05/2015

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

EXHIBIT B

PAYMENT DIRECTION AGREEMENT

This PAYMENT DIRECTION AGREEMENT (hereinafter "Agreement") is entered into this 06th day of May, 2015, between **RDH Site and Concrete, LLC** ("Contractor") and **Hidalgo County** ("Obligee").

RECITALS

A. Contractor and Obligee have entered into a construction and services contract for road and drainage improvements, (as the same may be modified, supplemented or amended from time to time, the "Contract") relating to that certain project (the "Project") described on the schedule attached hereto as Exhibit A (the "Project Fact Sheet").

B. Contractor has selected Philadelphia Indemnity Insurance Company ("PIIC") to provide surety bonds as required by Obligee under the Contract.

C. In connection with its issuance of the Bonds, PIIC and Contractor have agreed that Maguire Insurance Agency Inc., underwriting manager for PIIC, will direct the disbursement, from an escrow account, of all monies paid by Obligee under the Contract.

E. In furtherance of the foregoing disbursement arrangement, the parties hereto desire to direct all payments made by Obligee under the Contract to the Escrow Agent described herein.

NOW THEREFORE, in consideration of the preceding recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Obligee agrees as follows:

Contractor hereby authorized and directs Obligee to remit, and Obligee hereby agrees to remit, all payments due to Contractor under the Contract directly to Bank of America Merrill Lynch, Global Custody and Agency Services, located at 135 South LaSalle Street IL4-135-05-07, Chicago, Illinois 60603, attn: Arlene Kaminski (312) 992-5771 ("Escrow Agent"), including, without limitation, any and all amounts now due, scheduled to become due in the future, or which become due on account of any increases in or amendments, additions, supplements, extensions, extras, change orders, additional work or other additional matters relating to the Contract (collectively the "Contract Payments").

1. Nothing contained in this Agreement shall prevent the Obligee from withholding payment to Escrow Agent of any amounts Obligee is entitled to withhold from Contractor by virtue of terms of the Contract or applicable law.

2. This Agreement shall inure to the benefit of and be binding upon the parties successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused to be executed and delivered, this Agreement as of the date first written above.

OBLIGEE:

HIDALGO COUNTY

Signature:_____

Name: _____

Title:_____

Date:_____

CONTRACTOR:

RDH SITE AND CONCRETE, LLC

Signature: _____

Name: Brandy Bethays

Title: General Manager

Date: 5/6/15

AI-50013 **Purchasing Department** **13. L.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of the following items for Texas Cordia Construction LLC for the Pct. 2 Roadrunner Subdivision Paving & Drainage Improvements, as submitted and recommended by project engineer, Raul Sesin, PE for contract # C-14-285-09-15:
A. Application for Retainage release in the amount of $19,774.25;
B. Acceptance of Certificate of Construction Completion, reflecting the date of March 19, 2015.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1200-206-00-122-034-0-000

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

BUDGETARY IMPACT:

Monies are available to cover retainage amount.

Attachments

Retainage
Construction of Completion

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/05/2015 10:23 AM
Budget & Management	Veronica Ortiz	06/05/2015 10:30 AM
Auditor's Office	Monica Badillo	06/05/2015 04:46 PM
Form Started By: Carlos Jasso		Started On: 06/05/2015 09:08 AM
Final Approval Date: 06/05/2015		

APPLICATION FOR PAYMENT NO. 5 (RETAINAGE)

To: **Hidalgo County** (OWNER)
From: **Texas Cordia Construction, LLC** (CONTRACTOR)
Contract: **C-14-285-09-15**
Project: **Hidalgo County Pct. No. 2 - Roadrunner Subdivision Paving & Drainage Improv.**
Owner's Contract No. **C-14-285-09-15** Engineer's Project No. _____
For Work accomplished through the date of: **March 19, 2015**

1. Original Contract Price:			$405,928.00
2. Net change by Change Order and Written Agreements(+or-):			-$10,443.00 ✓
3. Current Contract Price (1 plus 2):			$395,485.00
4. Total completed and stored to date:			$395,485.00 ✓
5. Retainage (per Agreement):			
0%	of completed Work:	$0.00	
	of stored material		
	Total Retainage:		$0.00
6. Total completed and stored to date less retainage (4 minus 5)			$395,485.00
7. Less previous Application for Payments:			$375,710.75 ✓
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)			$19,774.25

Accompanying Documentation:

ESTIMATE QUANTITY WORKSHEET
SCHEDULE OF VALUES
LIST OF SUPPLIERS AND SUB CONTRACTORS
PARTIAL WAIVER OF LIENS
TxDOT Form 252 Contract Time Statement
PAYROLL

PO # 716746
5-1200-431-00-122-101-0-721
Req # 265912

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 5 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.

INVOICE RECEIVED BY:
Carlos Tasso ON 6/2/15
GOODS/SERVICES RECEIVED BY:
Armando Pamp ON 6/2/15

Date: 4/8/15

Texas Cordia Construction, LLC
CONTRACTOR

Yara M. Corbitt, President

State of **Texas**
County of **Hidalgo**
Subscribed and sworn to before me this 8th day of April, 2015

ISABEL G. MARTINEZ
Notary Public, State of Texas
My Commission Expires
December 03, 2017

Notary Public
My Commission expires: 12/3/17

Hidalgo County Engineering
ENGINEER

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: 06/02/15

Raul E. Sesin, P.E., Project Engineer

Texas Cordia Construction, LLC	Contractor Name	Application No.:	5 (Retainage)
11/10/2014	Starting Date	Application Date:	3/31/2015
	Project Ending Date	Period To:	3/19/2015
Paving & Drainage Improvements	Engineer's / County Project Description	Engineer's / County Project No.:	C-14-285-09-15

No.	Description	Unit	Original Schedule Value			Revised Schedule Value			RFP 1			RFP 2			RFP 3			RFP 4			RFP 5 (Retainage)			Total to Date	Balance To Finish	
			Rates	Quan	Dollars	Rates	Quan	Dollars	MON 1 Quan	QTY to Date	Item Cost (Monthly)	MON 2 Quan	QTY to Date	Item Cost (Monthly)	MON 3 Quan	QTY to Date	Item Cost (Monthly)	MON 4 Quan	QTY to Date	Item Cost (Monthly)	MON 4 Quan	QTY to Date	Item Cost (Monthly)		Quan	Dollars
	BASE BID																									
1	2" HMAC TYPE "D"	SY	$ 13.00	7595	$98,735.00			$0.00		0.00	$0.00	0.00	0.00	$0.00	0.00	0.00	$0.00	7,595.00	7,595.00	$98,735.00		7,595.00	$0.00	$98,735.00	-	$0.00
2	PRIME COAT (MC-30)(1520 GAL)	SY	$ 2.00	7595	$15,190.00			$0.00		0.00	$0.00	0.00	0.00	$0.00	0.00	0.00	$0.00	7,595.00	7,595.00	$15,190.00		7,595.00	$0.00	$15,190.00	-	$0.00
3	8" COMPACTED CALICHE	SY	$ 8.00	8704	$69,632.00	$ 8.00	477.0	$3,816.00		0.00	$0.00	2,667.00	2,667.00	$21,336.00	6,514.00	9,181.00	$52,112.00		9,181.00	$0.00		9,181.00	$0.00	$73,448.00	-	$0.00
4	BIOXIAL GEOGRID	SY	$ 3.00	8704	$26,112.00	$ 3.00	477.0	$1,431.00		0.00	$0.00	2,667.00	2,667.00	$8,001.00	6,514.00	9,181.00	$19,542.00		9,181.00	$0.00		9,181.00	$0.00	$27,543.00	-	$0.00
5	EXCAVATE, STOCKPILE AND WORK EXISTING ROAD SECTION TO ACHIEVE PROPOSED SUB-GRADE	SY	$ 3.00	5886	$17,658.00			$0.00		0.00	$0.00	2,943.00	2,943.00	$8,829.00	2,943.00	5,886.00	$8,829.00		5,886.00	$0.00		5,886.00	$0.00	$17,658.00	-	$0.00
6	EROSION AND SEDIMENT CONTROL STRUCTURAL PRACTICES TO COMPLY WITH COUNTY AND TCEQ REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION	LS	$6,000.00	1	$6,000.00			$0.00	0.30	0.30	$1,800.00	0.20	0.50	$1,200.00	0.25	0.75	$1,500.00	0.25	1.00	$1,500.00		1.00	$0.00	$6,000.00	-	$0.00
7	TYPE 'A" BARRIER CURB & GUTTER	LF	$ 8.00	4800	$38,400.00			$0.00		0.00	$0.00	0.00	0.00	$0.00	3,600.00	3,600.00	$28,800.00	1,200.00	4,800.00	$9,600.00		4,800.00	$0.00	$38,400.00	-	$0.00
8	18" RGRCP CL III STORM DRAIN PIPE	LF	$ 40.00	116	$4,640.00	$ 40.00	(116.0)	-$4,640.00		0.00	$0.00	0.00	0.00	$0.00	0.00	0.00	$0.00		0.00	$0.00		0.00	$0.00	$0.00	-	$0.00
9	24" RGRCP CL III STORM DRAIN PIPE	LF	$ 45.00	896	$40,320.00	$ 45.00	(896.0)	-$40,320.00		0.00	$0.00	0.00	0.00	$0.00	0.00	0.00	$0.00		0.00	$0.00		0.00	$0.00	$0.00	-	$0.00
10	30" RGRCP CL III STORM DRAIN PIPE	LF	$ 55.00	297	$16,335.00	$ 55.00	(297.0)	-$16,335.00		0.00	$0.00	0.00	0.00	$0.00	0.00	0.00	$0.00		0.00	$0.00		0.00	$0.00	$0.00	-	$0.00
11	3' LONG CONCRETE COLLAR FOR 24" PIPE	EA	$1,300.00	2	$2,600.00	$1,300.00	(2.0)	-$2,600.00		0.00	$0.00	0.00	0.00	$0.00	0.00	0.00	$0.00		0.00	$0.00		0.00	$0.00	$0.00	-	$0.00
12	SAFETY END TREATMENT FOR 18" PIPE	EA	$ 600.00	2	$1,200.00			$0.00		0.00	$0.00	0.00	0.00	$0.00	2.00	2.00	$1,200.00		2.00	$0.00		2.00	$0.00	$1,200.00	-	$0.00
13	TYPE "F" INLET	EA	$2,000.00	8	$16,000.00			$0.00	5.00	5.00	$10,000.00	3.00	8.00	$6,000.00	0.00	8.00	$0.00		8.00	$0.00		8.00	$0.00	$16,000.00	-	$0.00
14	ENDWALL FOR 30" PIPE WITH CONCRETE RIP-RAP	EA	$2,200.00	2	$4,400.00			$0.00	2.00	2.00	$4,400.00	0.00	2.00	$0.00	0.00	2.00	$0.00		2.00	$0.00		2.00	$0.00	$4,400.00	-	$0.00
15	TRENCH PRTECTION	LF	$ 2.00	1309	$2,618.00			$0.00	1259.00	1259.00	$2,518.00	50.00	1,309.00	$100.00	0.00	1,309.00	$0.00		1,309.00	$0.00		1,309.00	$0.00	$2,618.00	-	$0.00
16	STORM TRENCH BEDDING AND BACKFILL AS PER DETAIL	LF	$ 10.00	1309	$13,090.00	$ 10.00	(1,309.00)	-$13,090.00		0.00	$0.00	0.00	0.00	$0.00	0.00	0.00	$0.00		0.00	$0.00		0.00	$0.00	$0.00	-	$0.00
17	ASPHALT DRIVEWAYS (3" CALICHE BASE & 1" ACP)	SY	$ 13.00	750	$9,750.00			$0.00		0.00	$0.00	0.00	0.00	$0.00	0.00	0.00	$0.00	750.00	750.00	$9,750.00		750.00	$0.00	$9,750.00	-	$0.00
18	4" CONCRETE DRIVEWAYS	SY	$ 35.00	134	$4,690.00			$0.00		0.00	$0.00	0.00	0.00	$0.00	53.00	53.00	$1,855.00	81.00	134.00	$2,835.00		134.00	$0.00	$4,690.00	-	$0.00
19	REGRADE ROADSIDE DITCH	LF	$ 3.00	1290	$3,870.00			$0.00		0.00	$0.00	0.00	0.00	$0.00	0.00	0.00	$0.00	1,290.00	1,290.00	$3,870.00		1,290.00	$0.00	$3,870.00	-	$0.00
20	TRAFFIC CONTROL	LS	$5,000.00	1	$5,000.00			$0.00	0.25	0.25	$1,250.00	0.25	0.50	$1,250.00	0.25	0.75	$1,250.00	0.25	1.00	$1,250.00		1.00	$0.00	$5,000.00	-	$0.00
21	24" THERMOPLASTIC STOP BAR	EA	$2,000.00	2	$4,000.00			$0.00		0.00	$0.00	0.00	0.00	$0.00	0.00	0.00	$0.00	2.00	2.00	$4,000.00		2.00	$0.00	$4,000.00	-	$0.00
22	STOP SIGN (R1-1 36"X36")	EA	$ 110.00	2	$220.00			$0.00		0.00	$0.00	0.00	0.00	$0.00	0.00	0.00	$0.00	2.00	2.00	$220.00		2.00	$0.00	$220.00	-	$0.00
23	STOP AHEAD SIGN (W3-1 30"X30")	EA	$ 68.00	1	$68.00			$0.00		0.00	$0.00	0.00	0.00	$0.00	0.00	0.00	$0.00	1.00	1.00	$68.00		1.00	$0.00	$68.00	-	$0.00
24	CONCRETE BOLLARDS	EA	$1,350.00	4	$5,400.00			$0.00		0.00	$0.00	0.00	0.00	$0.00	0.00	0.00	$0.00	4.00	4.00	$5,400.00		4.00	$0.00	$5,400.00	-	$0.00
	TOTAL BASE BID				$405,928.00			-$71,738.00			$19,968.00			$46,716.00			$115,088.00			$152,418.00				$334,190.00	0.00	$0.00
	ALTERNATIVE #1																									
1	18" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	LF				$30.00	116.0	$3,480.00	66.00	66.00	$1,980.00	0.00	66.00	$0.00	50.00	116.00	$1,500.00		116.00	$0.00		116.00	$0.00	$3,480.00	-	$0.00
2	24" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	LF				$35.00	896.0	$31,360.00	896.00	896.00	$31,360.00	0.00	896.00	$0.00		896.00	$0.00		896.00	$0.00		896.00	$0.00	$31,360.00	-	$0.00
3	30" HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	LF				$45.00	297.0	$13,365.00	297.00	297.00	$13,365.00	0.00	297.00	$0.00		297.00	$0.00		297.00	$0.00		297.00	$0.00	$13,365.00	-	$0.00
4	STORM TRENCH BEDDING AND BACKFILL AS PER ADDENDUM SPECIFICATION	LF				$10.00	1309	$13,090.00	1259.00	1259.00	$12,590.00	0.00	1,259.00	$0.00	50.00	1,309.00	$500.00		1,309.00	$0.00		1,309.00	$0.00	$13,090.00	-	$0.00
5	PRE-FABRICATED HP POLYPROPYLENE ELBOWS 9IN LIEU OF 3FT CONCRETE COLLAR)	EA	$2,000.00	-2	-$4,000.00					0.00	$0.00	0.00	0.00	$0.00		0.00	$0.00		0.00	$0.00		0.00	$0.00	$0.00	-	$0.00
	TOTAL ALTERNATIVE #1				-$4,000.00			$61,295.00			$59,295.00			$0.00			$2,000.00			$0.00				$61,295.00	0.00	$0.00
	TOTAL BASE AMOUNTS:				$405,928.00			-$10,443.00			$79,263.00			$46,716.00			$117,088.00			$152,418.00				$395,485.00	0.00	$0.00

Change Order 1
Change Order 3
Change Order 4

ORIGINAL CONTRACT	$ 405,928.00	TOTAL AMOUNT EARNED TO DATE	$ 395,485.00
CHANGE TO DATE	$ (10,443.00)	LESS RETAINAGE	$ 19,774.25
CURRENT CONTRACT VALUE	$ 395,485.00	NET AMOUNT EARNED TO DATE	$ 375,710.75
		PREVIOUS PAYMENT	$ 375,710.75
		NET AMOUNT EARNED THIS PEROID	$ -

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 19th DAY OF March, 2015 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: September 15, 2014
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: Texas Cordia Construction, LLC
OF THE CITY OF Edinburg STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Hidalgo County Pct. No. 2 - Roadrunner Subdivision Paving & Drainage Improv.

CONTRACT NO: C-14-285-09-15
Located in or near the City/Precinct Of Alamo / Precinct No. 2

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of Zero ($0.00) , deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$405,928.00
Present Amount of Contract	-$10,443.00
Total Amount of earned to Date	$395,485.00
Less: previous payments	$375,710.75
Balance	$19,774.25
Authorized deductions	$0.00
AMOUNTY OF FINAL PAYMENT	$19,774.25

Exhibit E-L

6. That the final payment in the amount of Nineteen Thousand Seven Hundred Seventy-Four and 25/100 is now due and payable.

PE

Engineer's Signature

CONCURRED BY:

Texas Cordia Construction, LLC
Contractor's Name

By: _____

Title: President

CONCURRED BY:

_____
City/Precinct

By: _____

Title: _____

Exhibit E-L

AI-49980 **Purchasing Department** **13. M.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of payment of Invoice #11325150 in the amount $1,326.74 submitted by L&G Consulting Engineers Inc., in connection with construction materials testing and construction inspection provided under Contract C-15-125-04-14 (WA#1), for Pct 2 Equipment Maintenance Facility Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1342-431-00-122-053-0-740

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

BUDGETARY IMPACT:

Funds available through PO#725371 as of 6/4/2015

Attachments

Invoice#11325150

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	06/05/2015 09:47 AM
Budget & Management	Veronica Ortiz	06/05/2015 09:55 AM
Obdett Calzada	Obdett Calzada	06/05/2015 10:36 AM
Auditor's Office	Monica Badillo	06/05/2015 04:46 PM
Form Started By: Carlos Jasso		Started On: 06/04/2015 09:11 AM
Final Approval Date: 06/05/2015		

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11325150
INVOICE DATE: 05/31/15

BILL TO: 93
Hidalgo County Pct. #2
300 W. Hall Acres, Suite G
Pharr, TX 78577

JOB: 150501
CMT & Construction Inspection
Equip. & Maint. Facility
Parking Lot & Access PO#725371

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of May 2015.						
32001-Const. Mgmt	26,534.88		1,326.74	1,326.74	5.0	25,208.14
33001-Matrl Testing	28,458.48				0.0	28,458.48
TOTALS:	54,993.36	0.00	1,326.74	1,326.74	2.4	53,666.62

ORIGINAL CONTRACT SUM	$	54,993.36
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	54,993.36
TOTAL COMPLETED TO DATE	$	1,326.74
LESS PREVIOUS INVOICES	$	0.00
CURRENT PAYMENT DUE	$	1,326.74

PROJECT MANAGER'S SIGNATURE

PO # 725371
5 - 1342-431-00-122-053-0-740
Req # 215976

INVOICE RECEIVED BY: Elizabeth Cisneros ON 6/1/15
GOODS/SERVICES RECEIVED BY: Armando Rompa ON
5-1-15 thru 5-31-15

L&G Consulting Engineers, Inc.

June 1, 2015

Mr. Armando Pompa, Director of Field Operations
Attn: Ms. Erika Zamora, Director of Administrative Operations
Hidalgo County Precinct No. 2
300 West Hall Acres Rd
Pharr, Texas 78589

RE: Contract # C-15-125-04-14
Work Authorization #1 – CMT & Construction Inspection of Equipment and Maintenance Facility Parking Lot & Access Road
Job # 150501
P.O. # 725371

Dear Mr. Pompa,

Attached for your review and approval is our invoice for the services rendered during the month of May 2015 on the subject referenced project.

The following is attached:

- L&G's Invoice #11325150
- Exhibit "C" – Project Schedule
- Invoice Back-Up (2 CD's w/ Electronic Files of Data):
  - FC 32001

TASK		% COMPL
FC 32001 ~ Construction Inspection	L&G	5.0%
Update – L&G assisted with and attended the Pre-Construction Conference held on May 7th, 2015 and provided the agenda for items to discuss. Field visits were conducted with Hidalgo County Precinct No. 2 Reps as well as HCDD#1. All activity is actively being recorded in a journal that, in its entirety, will be provided with the final submittal.		
FC 33001 ~ Construction Materials Testing	L&G	0.0%
Task Not Started		

Should you have any questions regarding this submittal or would like clarification on any aspect of the project, please do not hesitate to call me at (956) 585-1909.

Sincerely,

Ricardo Gallaga, P.E.
Project Manager
L&G Engineering

AI-49847 **Purchasing Department** **13. N.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Dagoberto Rios, PURCHASING DEPT.

Submitted By: Dagoberto Rios, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Request by Hon. Arturo Guajardo, Jr., HC-Clerk, through Ms. Annette Muniz, Chief Deputy, the removal of fixed assets from their inventory list as identified and detailed in the supporting documentation attached herein.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Assets Current Value (depreciation form) $234.32

Attachments

Affidavit/Depreciation

Form Review

Inbox	**Reviewed By**	**Date**
Purchasing Department	Marty Salazar	05/26/2015 02:06 PM
Budget & Management	Debbie Tamez	05/26/2015 02:29 PM
Manuel Chapa	Manuel Chapa	05/27/2015 01:36 PM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM

Form Started By: Dagoberto Rios Started On: 05/26/2015 01:07 PM

Final Approval Date: 06/05/2015

RECEIVED BY
COUNTY AUDITOR
2015 MAY 13 AM 10 57

RECEIVED
MAY 13 2015
By

AFFIDAVIT

State Of Texas |
|
County of Hidalgo |

Before me, the undersigned authority, a Notary Public and in for the State of Texas, on the same date personally appeared Annette C. Muñiz who after being duly sworn, deposes and says:

My name is Annette C. Muñiz and I am the Chief Deputy at the Hidalgo County Clerk's Office.

I am requesting that the Hidalgo County Commissioner's Court and/or the Hidalgo County Purchasing Department remove the items listed on Exhibit A, attached hereto, as inventory in this Department's possession. After exhausting all efforts to locate these items by the Purchasing Department, it has been determined that these items are no longer physically present in this Department or part of our inventory.

These items have been searched for by the Fixed Assets Division of the Purchasing Department with the assistance of Dagoberto Rios and this department. Together, we have reviewed our current inventory.

The above is true and correct to the best of my knowledge.

Annette C. Muñiz
Chief Deputy

State of Texas |
|
County Of Hidalgo |

Sworn to and subscribed before me, a Notary Public, in and for the State of Texas on this the 12th day of May, 2015.

SANDRA SOLIS
Notary Public, State of Texas
My Commission Expires
JANUARY 11, 2017

NOTARY PUBLIC, State of Texas

RECEIVED BY
COUNTY AUDITOR
2015 MAY 13 AM 10 57

HIDALGO COUNTY
COUNTY CLERK - 180

EXHIBIT A **4/24/2015**

50456	Dell Optiplex 760	1/12/2010	GQT2JL1	630417	$ 911.25
45256	Dell Pentium IV	12/7/2004		548440	$ 1,986.79
44357	Sony Vaio Notebook	11/8/2005		554737	$ 2,219.99
34396	Dell Pentium III	2/14/2000		295143	$ 1,239.00
34395	Dell Pentium III	2/14/2000		295143	$ 1,239.00
33696	Dell Dimension	8/31/1999		280834	$ 1,835.00
43443	Dell Pentium IV	3/31/2005		548440	$ 24,677.62

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

input info

Prepared By: Dago Rios
Requested By: Martha Salazar
Date: 4/24/2015

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciatio	Current Depreciation	Current Value
50458	Dell Optiplex 760	$ 911.25	1/12/2010	2010	2015	7	5	$91.13	$820.13	$117.16	$585.80	$234.32
45256	Dell Pentium IV	$ 1,986.79	12/7/2004	2004	2015	7	11	$198.68	$1,788.11	$255.44	$1,788.11	$0.00
44357	Sony Vaio Notebook	$ 2,219.99	11/8/2005	2000	2015	7	15	$222.00	$1,997.99	$285.43	$1,997.99	$0.00
34396	Dell Pentium III	$ 1,239.00	2/14/2000	2000	2015	7	15	$123.90	$1,115.10	$159.30	$1,115.10	$0.00
34395	Dell Pentium III	$ 1,239.00	2/14/2000	2000	2015	7	15	$123.90	$1,115.10	$159.30	$1,115.10	$0.00
33696	Dell Dimension	$ 1,835.00	8/31/1999	1999	2015	7	16	$183.50	$1,651.50	$235.93	$1,651.50	$0.00
43443	Dell Pentium IV	$ 24,677.62	3/31/2005	2005	2015	7	10	$2,467.76	$22,209.86	$3,172.84	$22,209.86	$0.00
		$34,108.65						$3,410.87	$30,697.79		$30,463.46	$234.32

Historical Cost - Residual Value = $30,697.79

RECEIVED BY
COUNTY AUDITOR
2015 MAY 13 AM 10 57

AI-49849 **Purchasing Department** **13. O.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

206th District Court:

Requesting authority to purchase maintenance services renewal through a purchase order (with company's response as to acceptance of county purchase order only and no executed agreement) with RICOH USA through requisition #277548 at $375.00 per year-effective 8/6/2015 - 8/5/2016.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-412-00-004-001-0-430

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Attachments

Requisition

Quote

Vendor's response

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/03/2015 02:09 PM
Budget & Management	Veronica Ortiz	06/04/2015 08:10 AM
Glinda Pacheco	Glinda Pacheco	06/04/2015 05:00 PM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM
Form Started By: Matilde Faz		Started On: 05/26/2015 02:22 PM
Final Approval Date: 06/05/2015		

Requisition

Req # 00277548

PO #

Date: 05/21/15

Consent #49849 6/16/15

Bill To: x
x

Vendor : 211567

GE CAPITAL INFORMATION TECHNOLOGY SO
RICOH USA, INC.
P.O. BOX 650073
DALLAS TX 75265

Ship To: 206TH DISTRICT COURT
100 N CLOSNER, 2ND FL
EDINBURG TX 78539

Contact: Delma G. Silva
956-318-2265

Contract No: 2831952

Special Instructions:
17

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		PLEASE RETURN ORIGINAL PO TO COURT DO NOT DUPLICATE ORDER		
1.00	YEAR	OM RENEWAL MAINTENANCE SERVICE FOR 206TH DISTRICT COURT FOR COPY MACHINE - ACCOUNT #2128841; CONTRACT #2831952; MAKE MODEL - RICOH MPC2050; SERIAL C-14071033; EQUIP ID #11803213; COVERAGE 8X5X6 GOLD; COVER DESCRIPTION LABOR, PARTS, TONER, STAPLES; BASE CHARGE $375.00/YR; BASE BILILNG 12 MONTHS; METER NAME: BLACK AND WHITE COLOR; INLCUDED IMAGES - 30000; OVERAGES COSTS: 0.0133 BLACK AND WHITE; 0.0958 COLOR	375.00	375.00
		Account No	Encumbrance	
		5-1100-412-00-004-001-0-430	375.00	
			Freight	.00
			Total	375.00

Authorized By: _____

RICOH USA, INC.
Ricoh USA, Inc, Contract Renewals
70 VALLEY STREAM PKWY
MALVERN, PA 19355-1407

RICOH

15 May, 2015

ATTN: PURCHASING DEPARTMENT
HIDALGO COUNTY
100 N CLOSNER BLVD FL 3
EDINBURG, TX 78539-3523

Seq#: 000022

RECEIVED
MAY 21 2015
BY:

Re: Purchase Order Request
P.O. #: 711704

Dear Ricoh Customer:

It is our pleasure to service your equipment under our existing annual maintenance agreement program. We understand that your organization requires a purchase order for the renewal of this agreement.

To ensure prompt processing of your purchase order please include the below information. In using the attached price and coverage schedule to determine your frequency a 1 indicates monthly billing, 3 indicates quarterly billing and 12 indicates annual billing.

- Total price including taxes and overage amount
- Purchase order coverage dates
- Covered serial numbers and/or equipment ID numbers
- Equipment product coverage (Bronze, Silver or Gold)
- Billing frequency

To ensure uninterrupted service, please send us your purchase order to the above address. You can also fax your purchase order to 866-212-1209 or e-mail it to SLGHouston@ricoh-usa.com.

Receipt of this purchase order and the resulting renewal will extend your existing maintenance agreement (on its current terms and conditions) for an additional annual period at the rates set forth in the attached price and coverage schedule.

Please note that if we do not receive your purchase order by 08/05/2015 your maintenance agreement will expire.

Our goal is to provide you with maintenance service that meets your needs. We appreciate your business and look forward to continuing to serve you. Should you have any questions or concerns, please do not hesitate to call me at 888-456-6457 Ext. 40196.

Sincerely,

Kobena Andah
Ricoh Contract Renewals
888-456-6457- Ext. 40196

Price and Coverage Schedule

RICOH

Contract Number: 2831952

Period of Service: 06-Aug-2015 To 05-Aug-2016

Customer Name: HIDALGO COUNTY

Make Model	Serial	Equip ID#	Coverage	Coverage Description	Base Charge ($)	Base Billing Freq. (Mon)	Meter Name	Included Images	Additional Image Cost ($)	Usage Billing Freq. (Mon)	Customer Contact
RICOH MPC2050	C14071033	11803213	8x5x6 Gold	Labor, Parts, Toner, Staples	375.00	12	BLACK AND WHITE	30000	0.0133	12	DELMA SILVA
							COLOR	-	0.0958	12	

Do you mean will we accept a p.o. only, as opposed to signing the contract? YES, that's the easiest way for a municipality to get a contract done. Thanks

Nancy Reed
Contract Sales for Texas & Great Plains
RICOH USA
1516 W. 17th St, Ste 103
Tempe, AZ 85281
Phone 888 456-6457, enter 1, then 50003
RightFax 480 379-8739
nancy.reed@ricoh-usa.com

From: "Delma" <delma.silva@co.hidalgo.tx.us>
To: <Nancy.Reed@ricoh-usa.com>
CC: "Matilde Faz" <matilde.faz@co.hidalgo.tx.us>
Date: 07/13/2012 10:48 AM
Subject: FW: maintenance agreement

Please see the attached email from Mati at purchasing. Please advise me that you wish to do?

Delma G. Silva
Court Coordinator
Judge Rose G. Reyna
206th District Court
P.O. Box 215
Edinburg, Texas 78539
(956)318-2265 Office
delma.silva@co.hidalgo.tx.us

From: Matilde Faz [mailto:matilde.faz@co.hidalgo.tx.us]
Sent: Friday, July 13, 2012 11:49 AM
To: 'Delma'
Subject: RE: maintenance agreement

Hi Ms. Delma

I can tell you right now that this agreement will not be approved by legal and easy to modify. It is lacking
30 day payment clause
Indemnification needs to be deleted
Governing law is in New Jersey

Can you find out from IKON if they will accept a PO only?
Let me know before we attempt to send to legal

AI-49576 **Purchasing Department** **13. P.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

County Court at Law #8:
Requesting authority to enter into a 36-month new (capital) lease copier for a RICOH MPC4503 through our membership/participation with (DIR) Department of Information Resources awarded vendor, RICOH USA / GE RICOH USA contract DIR-SDD-1674 through Requisition #276415 in the amount of $155.64/month-equipment, B/W impressions @ $34.50/month, color impressions @ $32.10/month with a total of $222.24/month, effective upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-412-00-028-001-0-780

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

FISCAL YEAR: 2015 ACCT. #: 5-1100-412-00-028-001-0-430

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

FISCAL YEAR: 2015 ACCT. #: 5-1100-412-00-028-001-0-531

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

FISCAL YEAR: 2015 ACCT. #: 5-1100-412-00-028-001-0-610

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Attachments

Requisition

Quote
Web Price
Capital Log Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/04/2015 11:47 AM
Budget & Management	Veronica Ortiz	06/04/2015 11:53 AM
Glinda Pacheco	Glinda Pacheco	06/04/2015 04:50 PM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM
Form Started By: Matilde Faz		Started On: 05/05/2015 10:53 AM
Final Approval Date: 06/05/2015		

Requisition

Req # 00276415

PO #

Date: 05/01/15

Consent #49576 6/16/15

Bill To: x
x

Vendor : 211567

GE CAPITAL INFORMATION TECHNOLOGY SO:
RICOH USA, INC.
P.O. BOX 650073
DALLAS TX 75265

Ship To: COUNTY COURT AT LAW #8
100 E. CANO, 2ND FLOOR
EDINBURG TX 78539

Contact: cgonzalez
956-292-7740

Contract No: DIR-DSS-1674

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		COUNTY COURT AT LAW #8 To the extent permitted by the laws and Constitution of the State of Texas, equipment is to be leased in accordance with the terms and conditions of State of Texas Department of Information Resources Contract No. DIR-SDD-1674 Appendix E Master Lease Agreement. It is acknowledged and agreed that this Purchase Order constitutes a "Schedule" as defined in the Master Lease Agreement." LEASE FOR PRINTER/SCANNER/COPIER FOR COURT OFFICE DO NOT DUPLICATE ORDER		
7.00	MONTH	CO NEW 36 MONTH (CAPITAL) LEASE FOR A RICOH AFICIO MPC4503 #416518 (QUANTITY 1)	117.33	821.31
7.00	MONTH	CO Fax Option Type M4	10.61	74.27
7.00	MONTH	CO Monthly B/W Service/Maintenance (5,000 B/W impressions monthly @ $0.0069)	34.50	241.50
7.00	MONTH	CO Monthly Color Service/Maintenance (750 Color impressions monthly @ $0.0428)	32.10	224.70
1.00	LOT	CO Service/Maintenance Includes 5,000 B/W Clicks Monthly Service/Maintenance Includes 750 Color Clicks Monthly Overages billed quarterly. B/W overages @ $0.0069 and Color overages @ $0.0428 Gold Service Entitlements Includes: Parts, Labor, Toner & Staples.	100.00	100.00
7.00	MONTH	CO ESP XG-PCS-15D-DIGITAL NETWORK POWERFILTER	4.58	32.06
7.00	MONTH	CO NETWORK PRINT/SCAN CONNECTION (SEG. BC4)	7.63	53.41
7.00	MONTH	CO INTERNAL FINISHER SR3130	12.38	86.66
7.00	MONTH	CO CABINET TYPE F	3.11	21.77
		Account No	Encumbrance	
		5-1100-412-00-028-001-0-430	466.20	
		5-1100-412-00-028-001-0-531	74.27	
		5-1100-412-00-028-001-0-610	100.00	
		5-1100-412-00-028-001-0-780	1,015.21	
			Freight	.00
		Delivery, BILL & SHIP TO Contact: Catherine Gonzalez	Total	1,655.68

Authorized By: _____

Requisition

Req # 00276415

PO #

Date: 05/01/15

Bill To: x
x

Vendor : 211567
GE CAPITAL INFORMATION TECHNOLOGY SO:
RICOH USA, INC.
P.O. BOX 650073
DALLAS TX 75265

Ship To: COUNTY COURT AT LAW #8
100 E. CANO, 2ND FLOOR
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Hidalgo, County Court AT LAW #8 100 N. Closner Edinburg, TX 78542		

Authorized By: _____

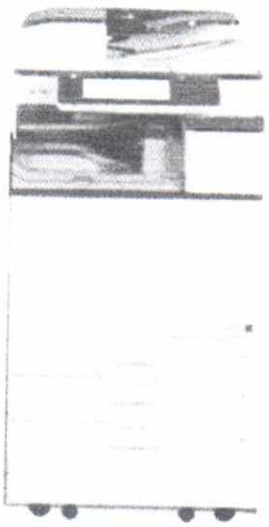
ec8 5/19 6/16 49576

Ricoh MPC4503

Color & Black/White Multifunctional Device



Key Features



- 45-PPM monochrome and color
- 1,200-sheet paper capacity
  2 – 550 Sheet Paper Trays, Cabinet Stand and 1 – 100 Sheet Bypass
- Internal Finisher / Stapler
- DOSS (Data Overwrite Security System) is standard - For ISO 15408 Compliance
- Scan to/Print from USB/SD Card
- Configured fax, print & scan;
  providing both black & white and color scanning
- 5.7-second color/ 4-second monochrome first-print speed
- ESP power filter
- Energy Star® compliant

DIR Contract - Investment Details for 36 Months

Line	Equipment Breakdown	DIR Purchase Pricing	DIR 36 Month Pricing	Hidalgo Budget Code
20	Ricoh MPC4503	$3,847.00	$117.33	780
23	ESP XG-PCS-15D - Digital Network Powerfilter	$150.00	$4.58	780
24	Network Print/Scan (Seg. BC4)	$250.00	$7.63	780
39	Internal Finisher SR3130	$406.00	$12.38	780
43	Cabinet Type F	$102.00	$3.11 $145.03	780
46	Fax Option Type M4	$348.00	$10.61	531
	Equipment Totals	$5,103.00	$155.64	
	Service (5,000 B/W impressions monthly @ $0.0069)		$34.50	432 430
	Service (750 Color impressions monthly @ $0.0428)		$32.10	432

Overages billed quarterly. B/W @ $0.0069 and Color @ $0.0428

GRAND TOTAL: $222.24

(Please see attached DIR Pricing Sheet for further break down and verification of contracted pricing)

Pricing Components Include: Equipment, Delivery, Installation, Operator Training, Maintenance, Toner, Staples and Service performed by Ricoh Customer Service Technicians (You will incur no additional charges for parts or labor)

****NOTE: All rates are Property Tax Inclusive and based off of the DIR Contract: DIR-SSD-1674**

RICOH
imagine. change.

RICOH

Texas DIR

Purchase / Lease / Full Maintenance

24 Month	36 Month	48 Month
0.04746	0.03378	0.02701
0.04360	0.03050	0.02505
PPT Included	*PPT Included*	*PPT Included*

Schedule B to
Ricoh Master Pricing Agreement

Contract #: DIR-SDD-1674

Copies Prints Developments Per Minute	Ricoh Equipment and Options Prices Per Unit	Feb-14 Suggested Retail Price	Contract Equipment Purchase Price	FMV Lease 24 Monthly Payments	FMV Lease 36 Monthly Payments	FMV Lease 48 Monthly Payments
	MULTIFUCTION B&W					
	IPDS Unit Type 5002	1,060	668	29.12	20.37	16.73
45 B&W / 45 Color	**Ricoh MP C4503****	$18,590	$3,847	$167.73	$117.33	$96.37
55 B&W / 55 Color	**Ricoh MP C5503****	$22,014	$5,765	$251.35	$175.83	$144.41
60 B&W / 60 Color	**Ricoh MP C6003****	$25,315	$8,962	$390.74	$273.34	$224.50
	ESP XG-PCS-15D	346	150	6.54	4.58	3.76
	Network & Scan Connect - Seg BC4	425	250	10.90	7.63	6.26
	Paper Feed Unit PB3150**	750	281	12.25	8.57	7.04
	Paper Feed Unit PB3160**	1,650	469	20.45	14.30	11.75
	LCIT PB3170 (2000 Sheets)**	1,966	511	22.28	15.59	12.80
	LCIT RT3030 (1500 Sheets)**	1,910	510	22.24	15.56	12.78
	Internal Shift Tray SH3070**	456	162	7.06	4.94	4.06
	1 Bin Tray BN3110 (125 Sheets)**	532	220	9.59	6.71	5.51
	Bridge Unit BU3070**	220	82	3.58	2.50	2.05
	Finisher SR3140 (1000 Sheet External)**	1,930	715	31.17	21.81	17.91
	Booklet Finisher SR3150 (1000 Sheet External)**	1,040	1,125	49.05	34.31	28.18
	Punch Unit PU3050 NA**	980	222	9.68	6.77	5.56
	Booklet Finisher SR3170 (2,000 Sheet External)**	5,110	1,587	69.19	48.40	39.75
	Finisher SR3160 (3,000 Sheet External)**	3,550	1,201	52.36	36.63	30.09
	Punch Unit PU3060 NA**	983	222	9.68	6.77	5.56
	Internal Finisher SR3130 (500 Sheet)**	1,580	406	17.70	12.38	10.17
	Punch Unit PU3040 NA**	983	265	11.55	8.08	6.64

Smart Operation Panel Type M3	380	141	6.15	4.30		3.53
Imageable Area Extension Unit Type M3**	110	38	1.66	1.16		0.95
Cabinet Type F	250	102	4.45	3.11	✓	2.56
Caster Table Type M3	270	108	4.71	3.29		2.71
Fax Accessories						
Fax Option Type M4**	1,300	348	15.17	10.61	✓	8.72

B&W CPC	Color Allowance	Color CPC	Supplies Included	Delivery & Installation Hardware
$0.0069		0428	Yes	Included
$0.007		0431	Yes	Included
$0.007		0431	Yes	Included

RICOH

Texas DIR

Purchase / Lease / Full Maintenance

Ben Rotz - Area Manager, State & Local Government
Phone: 512-381-7842
Email: ben.rotz@ricoh-usa.com

Schedule B to
Ricoh Master Pricing Agreement

Contract #: DIR-SDD-1674

	Ricoh Product Code EDP	Copies Prints Overlegments Per Minute	Ricoh Equipment and Options Prices Per Unit	Dec-14 Suggested Retail Price	Contract Equipment Purchase Price	FMV Lease 24 Monthly Payments	FMV Lease 36 Monthly Payments	FMV Lease 48 Monthly Payments	FMV Lease 60 Monthly Payments	$1 Out Lease 24 Monthly Payments	$1 Out Lease 36 Monthly Payments	$1 Out Lease 48 Monthly Payments	$1 Out Lease 60 Monthly Payments	Service Plus Options: Base Charge	Base Frequency	B&W Allowance	B&W CPC	Color Allowance	Color CPC	Supplies Included	Protection 11-17 Click	Delivery & Installation Hardware
PAL	PRICING ON TAB: Color Segment 4		Color																			
39	418018	45 B&W / 45 Color	MP C4503	$19,590.00	$3,847.00	$107.73	$117.33	$98.37	$84.71	$102.68	$129.96	$103.91	$88.48									
	418525	55 B&W / 55 Color	MP C5503	$22,014.00	$5,765.00	$351.36	$176.83	$144.41	$126.95	$273.61	$194.74	$155.71	$132.60		MTH		0.0069		0.0439	Yes		Included
	418534	60 B&W / 60 Color	MP C6003	$25,515.00	$8,862.00	$390.74	$273.34	$224.59	$197.34	$425.54	$302.74	$242.06	$206.13		MTH		0.0070		0.0431	Yes		Included
41	09439NSU														MTH		0.0070		0.0431	Yes		Included
74	75439NSCH		ESP 3045 (USB)		150.00	6.54	4.58	3.76	3.33	7.11	5.07	4.26	3.85									
	11548		Network & Scan Connect - Red Bull		250.00	10.90	7.64	6.26	5.55	11.87	8.45	7.10	6.42									
	11549		Paper Feed Unit PB3050		275.00	12.25	8.59	7.04	6.24	13.34	9.51	7.99	7.23									
	11546		Paper Feed Unit PB3140		675.00	30.01	21.05	17.25	15.29	32.69	23.31	19.59	17.73									
	11547		Inner Finisher SR3220 (2/3 Hole)		1,100.00	48.91	34.30	28.11	24.92	53.27	37.98	31.91	28.88									
	11550		Paper Feed - 3 PB3200		1,150.00	51.14	35.86	29.39	26.06	55.70	39.71	33.36	30.19									
	11548		Paper Feed - 4 PB3200		1,400.00	62.26	43.66	35.78	31.73	67.81	48.34	40.62	36.76									
	11549		LCIT RT3030 (3,000 Sheets)		2,400.00	106.73	74.85	61.34	54.38	116.22	82.85	69.62	63.00									
	11550		Internal Shift Tray SHIFT-C		150.00	6.67	4.68	3.83	3.40	7.26	5.18	4.35	3.94									
	11551		Tray Heater (PB3270/PB3280)		225.00	10.01	7.02	5.75	5.10	10.89	7.77	6.53	5.91									
	11552		Bridge Unit BU3070		400.00	17.79	12.48	10.22	9.07	19.37	13.81	11.61	10.50									
	11553		Copier Cart CA3500 (Steel Cover)		450.00	20.01	14.04	11.50	10.21	21.79	15.54	13.06	11.82									
	11554		Booklet Finisher SR3130 (3,000 Sheet)		1,250.00	55.59	39.00	31.95	28.35	60.53	43.16	36.28	32.83									
	11555		Finisher SR3140 (3,000 Sheet)		1,500.00	66.71	46.80	38.34	34.02	72.64	51.79	43.53	39.39									
	11556		Booklet Finisher SR3150 (3,000 Sheet)		1,750.00	77.83	54.60	44.73	39.69	84.74	60.42	50.79	45.96									
	11557		Punch Unit PU3050		350.00	15.56	10.92	8.94	7.94	16.95	12.08	10.16	9.19									
75	412083		Internal Finisher SR3130 (500 Sheet)		450.00	17.79	2.58	12.27	9.84	19.27	13.81	11.61	8.54									
	11558		Punch Unit PU3060		350.00	13.83	2.00	9.54	7.65	14.98	10.74	9.03	6.64									
	11559		Smart Operation Panel Type M1		1,400.00	55.33	8.00	38.17	30.61	59.93	42.96	36.12	26.57									
43	12479NSU		Keyboard Mounting Interface Type M1		100.00	3.95	0.57	2.73	2.19	4.28	3.07	2.58	1.90									
	11560		Copier Type F		150.00	5.93	0.86	4.09	3.28	6.42	4.60	3.87	2.84									
45	11561		Copier Type F		150.00	5.93	0.86	4.09	3.28	6.42	4.60	3.87	2.84									
			Fax Accessories																			
	11562		Fax Option Type M1		300.00	11.87	1.72	8.19	6.57	12.85	9.21	7.75	5.69									
	11563		Fax Connection Unit Type M1		150.00	5.93	0.86	4.09	3.28	6.42	4.60	3.87	2.84									
	11564		Fax Connection Unit Type M2		150.00	5.93	0.86	4.09	3.28	6.42	4.60	3.87	2.84									
	11565		Memory Unit Type M1		100.00	3.95	0.57	2.73	2.19	4.28	3.07	2.58	1.90									
			Print / Scan Option Accessories																			
	11566		IEEE 1284 Interface Type C		100.00	3.95	0.57	2.73	2.19	4.28	3.07	2.58	1.90									
	11567		Gigabit Ethernet Card Type M2		150.00	5.93	0.86	4.09	3.28	6.42	4.60	3.87	2.84									
	11568		Wireless LAN Interface Type M1		150.00	5.93	0.86	4.09	3.28	6.42	4.60	3.87	2.84									
	11569		Bluetooth Interface Type M3		100.00	3.95	0.57	2.73	2.19	4.28	3.07	2.58	1.90									
	11570		File Format Converter Type E		1,200.00	47.46	6.87	32.74	26.26	51.39	36.83	30.98	22.75									
	11571		Copy Data Security Unit Type C		150.00	5.93	0.86	4.09	3.28	6.42	4.60	3.87	2.84									
	11572		Data Overwrite Security Unit Type I		150.00	5.93	0.86	4.09	3.28	6.42	4.60	3.87	2.84									
	11573		Gigabit Ethernet Card Type M2		150.00	5.93	0.86	4.09	3.28	6.42	4.60	3.87	2.84									
	11574		Wireless LAN Interface Type M1		150.00	5.93	0.86	4.09	3.28	6.42	4.60	3.87	2.84									
	11575		Bluetooth Interface Type M3		100.00	3.95	0.57	2.73	2.19	4.28	3.07	2.58	1.90									
	11576		Security & Misc. Accessories																			
	11577		Copy Data Security Unit Type C		150.00	5.93	0.86	4.09	3.28	6.42	4.60	3.87	2.84									
	11578		Data Overwrite Security Unit Type I		150.00	5.93	0.86	4.09	3.28	6.42	4.60	3.87	2.84									
	11579		Smart Card Reader Enhancement Type M1		150.00	5.93	0.86	4.09	3.28	6.42	4.60	3.87	2.84									
	11580		Gigabit Ethernet Card Type M2		150.00	5.93	0.86	4.09	3.28	6.42	4.60	3.87	2.84									
	11581		Data Overwrite Security Unit Type I		150.00	5.93	0.86	4.09	3.28	6.42	4.60	3.87	2.84									
	11582		Wireless LAN Interface Type M1		150.00	5.93	0.86	4.09	3.28	6.42	4.60	3.87	2.84									
	11583		Bluetooth Interface Type M3		100.00	3.95	0.57	2.73	2.19	4.28	3.07	2.58	1.90									
	11584		Fax Connection Unit Type M2		150.00	5.93	0.86	4.09	3.28	6.42	4.60	3.87	2.84									
	11585		Memory Unit Type M1		100.00	3.95	0.57	2.73	2.19	4.28	3.07	2.58	1.90									
	11586		Fax Option Type M1		300.00	11.87	1.72	8.19	6.57	12.85	9.21	7.75	5.69									
	11587		Fax Connection Unit Type M1		150.00	5.93	0.86	4.09	3.28	6.42	4.60	3.87	2.84									
	11588		Fax Connection Unit Type M2		150.00	5.93	0.86	4.09	3.28	6.42	4.60	3.87	2.84									
	11589		Memory Unit Type M1		100.00	3.95	0.57	2.73	2.19	4.28	3.07	2.58	1.90									
	11590		Fax Option Type M1		300.00	11.87	1.72	8.19	6.57	12.85	9.21	7.75	5.69									
	11591		Fax Connection Unit Type M1		150.00	5.93	0.86	4.09	3.28	6.42	4.60	3.87	2.84									
	11592		Fax Connection Unit Type M2		150.00	5.93	0.86	4.09	3.28	6.42	4.60	3.87	2.84									
	11593		Memory Unit Type M1		100.00	3.95	0.57	2.73	2.19	4.28	3.07	2.58	1.90									
				GRAND TOTAL PURCHASE PRICE	$5,103.30	GRAND TOTAL 36 MTH LEASE	$166.84										3,000 B/W images @ $0.0069	$34.56	700 Color images @ $0.0428	$32.10	Total 36 Mth Monthly Payment	$222.24	

2015 Capital Lease Versus Operating Lease Test

Tab	CC Date	Dept No.	Install Date	Serial Number	Lease / Property Schedule No.	Req. Number	Asset Module Asset ID No.	Model Description	Monthly Pymt Amount	Title Xfer at End of Lease? (Y/N)	Bargain Purchase Option? (Y/N)	Lease Term in Months	Est. Economic Useful Life in Mo.'s	Total Principal Pmts Over Lease Term	FMV of Leased Equip. at Lease Inception	Capital or Operating Lease? (Calculated Field)
										1	2	3a	3b	4a	4b	
1	1/20/2015				Court At Law #7	269529	DIR-1674	MP C4503	$127.84	N	N	48	60	$6,136.32	$5,103.00	Capital Lease
2	3/3/2015	130			Elections	269560	DIR-1674	MP 7502SP	$300.57	N	N	48	60	$14,427.36	$11,999.00	Capital Lease
3	3/17/2015	90	CANCELLED	UPGRADED	Dist Clk for 449th	270914	DIR-1674	MP 5002SP	$155.83	N	N	36	60	$5,609.88	$5,109.00	Capital Lease
4	3/17/2015	90	CANCELLED	UPGRADED	Dist Clk for 430th	270914	DIR-1674	MP 5002SP	$155.83	N	N	36	60	$5,609.88	$5,109.00	Capital Lease
5	3/17/2015	90	CANCELLED	UPGRADED	Dist Clk Basement	270914	DIR-1674	MP 5002SP	$155.83	N	N	36	60	$5,609.88	$5,109.00	Capital Lease
6	3/17/2015	110			Public Affairs	272271	DIR-1674	MP C4503	$148.37	N	N	48	60	$7,121.76	$5,923.00	Capital Lease
7	3/17/2015	110	4/24/2015		Public Affairs	268578	DIR-1664	3051ci	$136.72	N	N	36	60	$4,921.92	$5,889.00	Operating Lease
8	3/31/2015	124			PCT #4	272864	DIR-1674	MPC5503	$223.31	N	N	48	60	$10,718.88	$8,915.00	Capital Lease
9	5/5/2015	125			County Courthouse	277960	407-12	Mailing System	$929.00	N	N	60	60	$55,740.00	$45,953.04	Capital Lease
10	5/19/2015	240			Human Services	275489	DIR-1674	MP7502SP	$359.02	N	N	36	60	$12,924.72	$11,771.00	Capital Lease
12	5/19/2015	90			Dist Clk for 449th	275806	DIR-1674	MP5054SP	$188.42	N	N	36	60	$6,783.12	$6,054.00	Capital Lease
13	5/19/2015	90			Dist Clk for 430th	275806	DIR-1674	MP5054SP	$188.42	N	N	36	60	$6,783.12	$6,054.00	Capital Lease
14	5/19/2015	90			Dist Clk Basement	275806	DIR-1674	MP5054SP	$188.42	N	N	36	60	$6,783.12	$6,054.00	Capital Lease
15	5/19/2015	160			PURCHASING DEPT		ADD ON	MPC4503	$3.38	N	N	44	60	$148.72	ADD ON	to Capital Lease
16	6/2/2015	210			PLANNING DET.	276500	DIR-1674	MP5054SP	$133.79	N	N	48	60	$6,421.92	$5,341.00	Capital Lease
17	6/2/2015	210			PLANNING DET.	276500	DIR-1674	MP5054SP	$133.79	N	N	48	60	$6,421.92	$5,341.00	Capital Lease
18	6/2/2015	210			PLANNING DET.	276500	DIR-1674	MP5054SP	$133.79	N	N	48	60	$6,421.92	$5,341.00	Capital Lease
19	6/2/2015	210			PLANNING DET.	276500	DIR-1674	MP5054SP	$133.79	N	N	48	60	$6,421.92	$5,341.00	Capital Lease
11	6/16/2015				County Court Law 8	276415	DIR-1674	MPC4503	$155.64	N	N	36	60	$5,603.04	$5,103.00	Capital Lease
#REF!														$0.00		

AI-49929 **Purchasing Department** **13. Q.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted For: Comm. Cuellar, COMM. PCT. #1

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: COMM. PCT. #1

Information

CAPTION

Acceptance and approval of request for Invoice Payment #20152327 in the amount of $14,894.84 as submitted by TEDSI INFRASTRUCTURE GROUP - Work Authorization No. 2-PO#698569-Contract #C-08-227-02-09 for Professional Engineering Services from February 01, 2015 to April 30, 2015 with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1315-431-00-121-039-0-721

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

BUDGETARY IMPACT:

PO# 698569 available balance as of 6-1-15 $1,912.09
5-1315-431-00-121-039-0-721 $1,489.49

Due from City of Weslaco: 5-1315-126-30-000-010-0-000-$1,489.48
Due from State: 5-1315-126-20-000-012-0-000-$11,915.87

Attachments

INVOICE

Form Review

Inbox	**Reviewed By**	**Date**
Purchasing Department	Marty Salazar	05/29/2015 03:12 PM
Budget & Management	Veronica Ortiz	05/29/2015 03:38 PM
Manuel Chapa	Manuel Chapa	06/02/2015 02:45 PM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM

Form Started By: Vangie Garcia Started On: 05/29/2015 01:32 PM

Final Approval Date: 06/05/2015

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022
TBPE F-1640

REQ#241986 PO#698569
TXDOT-MILE 6 WEST-ROADS
5-1315-431-00-121-039-0-721
$1,489.49

May 06, 2015
Project No: 2009-1032-02
Invoice No: 20152327

Mr. Raul Lozano
Hidalgo County Precinct 1
1902 Joe Stephens Avenue
Weslaco, TX 78596

REQ#241986 PO#698569
TXDOT-MILE 6 WEST-ROADS
5-1315-126-30-000-010-0-000
$1,489.48

Project 2009-1032-02 Mile 6 West - Mile 9 to Mile 11

Mile 6 West - Work Authorization No. 2
P. O. No. 698569
Hidalgo County Contract No. C-08-227-02-09

REQ#241986 PO#698569
TXDOT-MILE 6 WEST-ROADS
5-1315-126-20-000-012-0-000
$11,915.87

Professional Services from February 01, 2015 to April 30, 2015

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
General Management Coordination (TEDSI)	65,874.66	100.00	65,874.66	65,227.79	646.87
Route and Design Studies (TEDSI)	74,655.72	100.00	74,655.72	74,655.72	0.00
Field Survey (TEDSI)	5,801.34	100.00	5,801.34	5,801.34	0.00
Field Survey (Aranda)	26,342.06	100.00	26,342.06	26,342.06	0.00
Right of Way - Utility Survey (TEDSI)	4,475.66	100.00	4,475.66	4,475.66	0.00
Right of Way - Utility Survey (Aranda)	16,942.40	100.00	16,942.40	16,942.40	0.00
Utility Coordination (TEDSI)	26,411.65	100.00	26,411.65	26,411.65	0.00
Environmental & Public Involvement (TEDSI)	10,976.54	95.00	10,427.71	8,561.70	1,866.01
Environmental & Public Involvement (Raba	72,996.00	94.96	69,318.84	56,936.88	12,381.96
Drainage (TEDSI)	74,628.00	100.00	74,628.00	74,628.00	0.00
Pavement Design (Raba)	28,177.95	100.00	28,177.95	28,177.95	0.00
Total Fee	407,281.98		403,055.99	388,161.15	14,894.84
		Total Fee			**14,894.84**

Billing Summary	Current	Prior	To-Date
Total Billings	14,894.84	388,161.15	403,055.99
Total Fee			407,281.98
Remaining Fee			4,225.99

Total this Invoice **$14,894.84**

INVOICE RECEIVED BY
on 5/21/15
GOODS/SERVICES RECEIVED BY:
on

PLEASE REMIT PAYMENT TO:
TEDSI Infrastructure Group, Inc.
738 Highway 6 South, Suite 430
Houston, Texas 77079

Authorized By: _____ Date: May 6, 2015
Craig F. Stong, P.E.
Project Manager

VISIT OUR WEBSITE AT:
www.rkci.com

INVOICE

INVOICE # :S122812

CONSULTANTS * ENVIRONMENTAL * FACILITIES * INFRASTRUCTURE

PROJECT :
ASF0906502
Mile 6W EA Update

BILLING DATE :
4/29/2015

CLIENT :
A13785 T E D S I Infrastructure Group

RABA KISTNER

Mr. Craig Stong, P.E.
T E D S I Infrastructure Group
1201 East Expressway 83
Mission, TX 78572

REMITTANCE ADDRESS:
RABA KISTNER, INC.
P.O. BOX 971037
DALLAS, TX 75397-1037

PHONE (210) 699-9090

ENVIRONMENTAL SERVICES

Update Environmental Assessment
Supplemental Agreement No. 2 dated 10-17-13

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 4/25/2015

TOTAL FEE AUTHORIZED	72,996.00
PERCENT COMPLETE AS OF 4/25/2015	94.96%
FEE EARNED TO DATE	69,318.84
LESS PREVIOUS BILLINGS	63,793.84
AMOUNT DUE THIS INVOICE **	5,525.00

RK PROJECT MANAGER: SAMUEL BLANCO JR
CLIENT PHONE: 210-858-0610

TEDSI INFRASTRUCTURE GROUP
Project No 2009-1032-02 Phase No
☒ Lump Sum ☒ Approved ☒ Hold
☐ Hourly ☐ Rejected ☐ Process
Sign Date 05 / 05 / 15

PROJECT ACCOUNTS RECEIVABLE SUMMARY	
Amount Due This Invoice	$ 5,525.00
Total of Previous Invoices - Currently Unpaid	9,046.84
Total Due And Payable	$ 14,571.84

* Invoices are submitted monthly and are due on receipt. * Carrying charges may be assessed on invoices unpaid beyond 30 days from billing date.

AP Apr-15

PLEASE PAY FROM THIS INVOICE.

VISIT OUR WEBSITE AT:
www.rkci.com

INVOICE

INVOICE # :S122452

CONSULTANTS * ENVIRONMENTAL * FACILITIES * INFRASTRUCTURE

PROJECT :
ASF0906502
Mile 6W EA Update

BILLING DATE :
2/27/2015

CLIENT :
A13785 T E D S I Infrastructure Group

RABA KISTNER

Mr. Craig Stong, P.E.
T E D S I Infrastructure Group
1201 East Expressway 83
Mission, TX 78572

REMITTANCE ADDRESS:
RABA KISTNER, INC.
P.O. BOX 971037
DALLAS, TX 75397-1037

PHONE (210) 699-9090

ENVIRONMENTAL SERVICES

Update Environmental Assessment
Supplemental Agreement No. 2 dated 10-17-13

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 2/21/2015

TOTAL FEE AUTHORIZED	72,996.00
PERCENT COMPLETE AS OF 2/21/2015	87.39%
FEE EARNED TO DATE	63,793.84
LESS PREVIOUS BILLINGS	56,936.88
AMOUNT DUE THIS INVOICE **	6,856.96

RK PROJECT MANAGER: SAMUEL BLANCO JR
CLIENT PHONE: 210-858-0610

TEDSI INFRASTRUCTURE GROUP
Project No. 2009-1032-02 Phase No. _____
☑ Lump Sum ☑ Approved ☑ Hold
☐ Hourly ☐ Rejected ☐ Process
Sign _____ Date 05 / 05 / 15

PROJECT ACCOUNTS RECEIVABLE SUMMARY

Amount Due This Invoice	$	6,856.96
Total of Previous Invoices - Currently Unpaid		2,189.88
Total Due And Payable	$	9,046.84

* Invoices are submitted monthly and are due on receipt. * Carrying charges may be assessed on invoices unpaid beyond 30 days from billing date.
AP Feb-15
PLEASE PAY FROM THIS INVOICE.

Purchase Order
COUNTY OF HIDALGO

PO# 698569

DATE: 09/23/13

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 227889 REQ: 00241986

PHONE: (956)424-7898

EMAIL:

TEDSI INFRASTRUCTURE GROUP, INC.
738 HIGHWAY 6 SOUTH, SUITE 430
HOUSTON TX 77079

SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

CONTACT:

SITE: COMMISSIONER, PRECINCT 1

SPECIAL INSTRUCTIONS: RM25

VENDOR NOTES

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

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		Approved thru C.C. on 08/06/2013 under AI-39889		
		C-08-227-02-09		
1	EACH	CC WORK AUTHORIZATION #2 FOR MILE 6W	40,728.20	40,728.20
		THE LUMP SUM AMOUNT FOR SERVICES UNDER THIS WORK AUTHORIZATION IS $407,281.98 BASED UPON THE COST OUTLINED IN THE ESTIMATED COST PROPOSAL ATTACHED HERETO AS ATTACHMENT D. AS PER AFA TXDOT PORTION IS 80% & COUNTY PORTION IS 20%. AS PER ILA, THE CITY OF WESLACO WILL CONTRIBUTE ONE HALF OF COSTS NOT REIMBURSED BY TXDOT. THEREFORE, COUNTY PORTION WILL BE $40,728.20 CALCULATED AS FOLLOWS:		
		TXDOT PARTICIPATION (80%) $325,825.58 COUNTY PARTICIPATION (20%) $81,456.40		
		WORK AUTHORIZATION NO. 2 LUMP SUM $407,281.98		
		FROM THE 20% COUNTY PARTICIPATION, CITY OF WESLACO AGREES TO REIMBURSE THE COUNTY HALF, THEREFORE, TOTAL COUNTY CONTRIBUTION WILL BE $40,728.20.		
			TOTAL:	40,728.20
		Approved thru C.C. on 08/06/2013 under AI-39889 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 C-08-227-02-09		
		********** For Hidalgo County use only		
		3-1315-431-00-121-039-0-731 40,728.20		

Authorized by: Martha L Salazar

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Request AI- Invoice No.20152327 Mile 6 West - Mile 9 to Mile 11 TEDSI Infrastructure Group

From : Marcie Jackson <marcie.jackson@co.hidalgo.tx.us> Wed, May 27, 2015 04:34 PM

Subject : Request AI- Invoice No.20152327 Mile 6 West - Mile 9 to Mile 11 TEDSI Infrastructure Group 1 attachment

To : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Cc : Katia Garcia <katia.garcia@co.hidalgo.tx.us>

Vangie,

Please place invoice #20152327 TEDSI Infrastructure Group, on the next regularly scheduled County Commissioner's meeting for approval and payment. If you need additional information or have any questions, please call or email me.

Thank you,

Marcie Jackson
Accnts. Payable Assist. Supervisor/BCAP Admin. Assist. IV
Hidalgo County Precinct No.1
1902 Joe Stephens Ave. Suite 101
Weslaco, Texas 78599
Phone# (956)968-8733
Fax# (956)973-7804

INV# 20152327 TEDSI - MILE 6 W.pdf
938 KB

AI-49970 **Purchasing Department** **13. R.**

CC CONSENT

Meeting Date: 06/09/2015

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

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: COMM. PCT. #1

Information

CAPTION

Approval of Request for Payment-Application No. 4 in the amount of $101,430.93 as submitted by 2GS, LLC-Contract #C-14-362-10-28-PO#717811 for the provision of Construction Services for the Sioux Road Paving and Drainage Improvements Project in Precinct One and as reviewed by project engineer, Raul Sesin, P.E.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 1303-431-00-121-183-0-721

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

BUDGETARY IMPACT:

Funds available through PO#717811.

Attachments

2GS LLC Pay Appl 4 -Pct 1 -Sioux Rd

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/03/2015 02:19 PM
Budget & Management	Veronica Ortiz	06/04/2015 08:12 AM
Glinda Pacheco	Glinda Pacheco	06/04/2015 04:18 PM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM
Form Started By: Moises Salazar		Started On: 06/03/2015 11:50 AM
Final Approval Date: 06/05/2015		

APPLICATION FOR PAYMENT NO. 4

To: HIDALGO COUNTY (OWNER)
From: 2GS, LLC (CONTRACTOR)
Contract: HIDALGO COUNTY PRECINCT NO. 1

Project: Sioux Road Paving & Drainage Improvements

Owner's Contract No. C-14-362-10-28 Engineer's Project No.
For Work accomplished through the date of: May 22, 2015

1. Original Contract Price:		$834,313.55
2. Net change by Change Order No. 1 and Written Agreements(+):		$36,580.00
3. Current Contract Price (1 plus 2):		$870,893.55
4. Total completed and stored to date:		$322,707.41
5. Retainage (per Agreement):		
5% of completed Work:	$16,135.37	
of stored material		
Total Retainage:		$16,135.37
6. Total completed and stored to date less retainage (4 minus 5)		$306,572.04
7. Less previous Application for Payments:		$205,141.11
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$101,430.93

Accompanying Documentation:

1. **Application and Certification of Payment**
2. **Schedule of Values**
3. **Estimate Quantity Update Worksheet**
4. **List of Suppliers and Sub-contractors**
5. **Partial Waiver of Liens (Suppliers)**
6. **TxDot Form 252 Contract Time Statement**
7. **Payroll Reports**

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 5/26/15

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 26th day of MAY 2015.

Jose L. Saenz

NOTARY PUBLIC STATE OF TEXAS
JOSE L. SAENZ
My Commission Expires
November 12, 2015

Notary Public
My Commission expires: Nov. 12, 2015

2GS, LLC
(CONTRACTOR)
By: _____
Humberto Garcia Jr.
Member
P.O. Box 595
Peñitas, Texas 78576

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 5/28/15

Raul Sesin, P.E., Planning Department
(ENGINEER)
By: _____ PE
Raul Sesin, P.E., Project Engineer
Exhibit E-C

INVOICE RECEIVED BY
on 5/29/15
GOODS/SERVICES RECEIVED BY:
on 5/22/15

PCT. # 1
CIP
5 -1303 431-00-121-183 -0- 721
717811

Estimate Quantity Update Worksheet

Colonia: **SIOUX ROAD PAVING & DRAINAGE IMPROVEMENTS**
Roadway: SIOUX ROAD (from Tower Road to Val Verde Road)
Control:
Project No: **C-14-362-10-28**
County: Hidalgo County
Est. No: 4

Contractor: **2GS, LLC**
Contract Price: $740,819.60
Work Done this Mo.: $106,769.40
% Complete: 40.11%

Date Contract Began: 12/12/14
Contract Time: 203
Time Charged: 161
% Time Used: 79.31%

Work Type: Paving & Drainage Improvements
Limits:
From: Tower Road
To: Val Verde Road

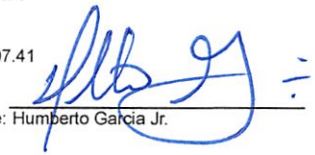
						FIRST MONTH			SECOND MONTH			THIRD MONTH			FOURTH MONTH			FIFTH MONTH		
Item No.	DESCRIPTION	Unit	Project Quantity	Unit Price	Project Amount	Monthly Quantity	QTY to Date	Item Cost (Monthly)	Monthly Quantity	QTY to Date	Item Cost (Monthly)	Monthly Quantity	QTY to Date	Item Cost (Monthly)	Monthly Quantity	QTY to Date	Item Cost (Monthly)	Monthly Quantity	QTY to Date	Item Cost (Monthly)
	BASE BID																			
1	6" Compacted Caliche (26"	SY	24,865	$ 5.35	$133,027.75		0	$0.00		0	$0.00	6217	6217	33,260.95		6217	$0.00		6217	0.00
2	1.5% Lime Treated Caliche Base	SY	24,865	$ 0.75	$18,648.75		0	$0.00		0	$0.00	6217	6217	4,662.75		6217	$0.00		6217	0.00
3	existing road section to achive proposed 26' Sub-Base	SY	24,865	$ 6.80	$169,082.00		0	$0.00		0	$0.00	6217	6217	42,275.60	2,888	9105	$19,638.40		9105	0.00
4	Practices to Comply with County and TCEQ Requirements for Storm Water Pollution Prevention	LS	1	$ 500.00	$500.00	1	1	$500.00		1	$0.00		1	0.00		1	$0.00		1	0.00
5	12" RGRCP CL III Culvert Pipe	LF	146	$ 22.50	$3,285.00		0	$0.00		0	$0.00		0	0.00		0	$0.00		0	0.00
6	15" RGRCP CL III Culvert Pipe	LF	48	$ 31.00	$1,488.00		0	$0.00		0	$0.00		0	0.00		0	$0.00		0	0.00
7	18" RGRCP CL III Culvert Pipe	LF	109	$ 39.50	$4,305.50		0	$0.00		0	$0.00		0	0.00		0	$0.00		0	0.00
8	18" TGRCP CL III Culvert Pipe	LF	610	$ 39.00	$23,790.00		0	$0.00		0	$0.00		0	0.00		0	$0.00		0	0.00
9	24" TGRCP CL III Culvert Pipe	LF	128	$ 47.00	$6,016.00		0	$0.00		0	$0.00		0	0.00		0	$0.00		0	0.00
10	30" TGRCP CL III Culvert Pipe	LF	108	$ 54.00	$5,832.00		0	$0.00	108	108	$5,832.00		108	0.00		108	$0.00		108	0.00
11	36" TGRCP CL III Culvert Pipe	LF	120	$ 70.00	$8,400.00	120	120	$8,400.00		120	$0.00		120	0.00		120	$0.00		120	0.00
12	Trench Protection	LF	356	$ 2.50	$890.00	120	120	$300.00	108	228	$270.00		228	0.00		228	$0.00		228	0.00
13	Storm Trench Bedding and Backfill	LF	356	$ 3.00	$1,068.00		0	$0.00		0	$0.00		0	0.00		0	$0.00		0	0.00
14	Safety End Treatment for 18" Pipe	EA	12	$ 1,285.00	$15,420.00		0	$0.00		0	$0.00		0	0.00		0	$0.00		0	0.00
15	Safety End Treatment for 24" Pipe	EA	3	$ 1,650.00	$4,950.00		0	$0.00		0	$0.00		0	0.00		0	$0.00		0	0.00
16	Type "C-C" Inlet	EA	2	$ 3,500.00	$7,000.00	2	2	$7,000.00		2	$0.00		2	0.00		2	$0.00		2	0.00
17	Pipe Endwall with Concrete Rip-Rap	CY	149	$ 85.00	$12,665.00		0	$0.00		0	$0.00		0	0.00		0	$0.00		0	0.00
18	Asphalt Driveways (3" Caliche Base & 1" ACP)	SY	2,081	$ 15.00	$31,215.00		0	$0.00		0	$0.00		0	0.00	744	744	$11,160.00		744	0.00
19	4" Concrete Driveways	SY	362	$ 34.00	$12,308.00		0	$0.00		0	$0.00		0	0.00	54	54	$1,836.00		54	0.00
20	ReGrade Roadsitde Ditch	LF	16,300	$ 2.00	$32,600.00	4,000	4,000	$8,000.00	4150	8150	$8,300.00		8150	0.00		8150	$0.00		8150	0.00
21	Compacted Dirt Fill	CY	940	$ 5.00	$4,700.00		0	$0.00		0	$0.00		0	0.00		0	$0.00		0	0.00
22	Traffic Control	LS	1	$ 5,500.00	$5,500.00	0.25	0.25	$1,375.00	0.08	0.33	$440.00		0	0.00	0.08	0.41	$440.00		0	0.00
23	Pavement Markings	LS	1	$21,468.00	$21,468.00		0	$0.00		0	$0.00		0	0.00		0	$0.00		0	0.00
	ALTERNATE NO.1																			
1	2" HMAC Type "D" (24")	SY	23049	$ 9.00	$207,441.00		0	$0.00		0	$0.00		0	0.00	4,800	4800	$43,200.00		4800	0.00
	ALTERNATE NO.2																			
1	Prime Coat (MC-30) (0.2 Gal/Sy)	SY	23049	$ 0.40	$9,219.60		0	$0.00		0	$0.00		0	0.00	4,800	4800	$1,920.00		4800	0.00
	CHANGE ORDER NO.1																			
1	18" RGRCPIII	LF	604	$ 39.50	$23,858.00							604	604	23,858.00			$0.00		0	0.00
2	Type CC Inlets	EA	2	$ 3,500.00	$7,000.00							2	2	7,000.00			$0.00		0	0.00
3	Concrete Elbow and Aprons at Inlet	LS	1	$ 2,400.00	$2,400.00							1	1	2,400.00			$0.00		0	0.00
4	Trench Protection	LF	604	$ 2.50	$1,510.00							604	604	1,510.00			$0.00		0	0.00
5	Storm Trench Backfill & Bedding	LF	604	$ 3.00	$1,812.00							604	604	1,812.00			$0.00		0	0.00
	AMENDED CONTRACT																			
1	Excavate, Treat w/2% Lime and Work exis	SY	5587	$ 6.80	$37,991.60							5587	5587	37,991.60			$0.00		0	0.00
2	Traffic Control	LS	1	$ 1,582.51	$1,582.51							1	1	1,582.51			$0.00		0	0.00
3	Pavement Markings	LS	1	$ 6,177.24	$6,177.24								0	0.00			$0.00		0	0.00
4	2" HMAC Type D	SY	5079	$ 9.00	$45,711.00							1904	1904	17,136.00	3175		$28,575.00		0	0.00
5	Prime Coat	SY	5079	$ 0.40	$2,031.60							5079	5079	2,031.60			$0.00		0	0.00

Monthly Totals:	$25,575.00	$14,842.00	175,521.01	$106,769.40	0.00
ADMINISTRATIVE (901)					
PRELIMINARY ENGINEERING (902)					
CONSTRUCTION ENGINEERING (903)					
RIGHT-OF-WAY (904)					
BASE BID	$25,575.00	$14,842.00	80,199.30	$33,074.40	0.00
ALTERNATE NO.1	$0.00	$0.00	0.00	$43,200.00	0.00
ALTERNATE NO.2	$0.00	$0.00	0.00	$1,920.00	0.00
CHANGE ORDER NO.1			36,580.00		
AMENDED CONTRACT			58,741.71	28,575.00	

Total to Date:

BASE BID	$153,690.70
ALTERNATE NO.1	$43,200.00
ALTERNATE NO.2	$1,920.00
CHANGE ORDER NO.1	$36,580.00
AMENDED CONTRACT	$87,316.71
Total	$322,707.41

Prepared and Checked By:

Signature: 

Printed Name: Humberto Garcia Jr.

Date: 5/26/15

2GS, LLC
P.O. Box 595
Peñitas, Texas 78576

May 22, 2015

County of Hidalgo
Attn: Mr. Raul Sesin, P.E.
1304 S. 25th Street
Edinburg, Texas 78539

RE: Hidalgo County Precinct No.1
Contract No.: C-14-362-10-28

Mr. Sesin,

The following is the list of suppliers used in the above-mentioned project during the current work period as per the County's request:

Upper Valley Materials 7301 W. Expressway 83, Mission, Texas	Ph: (956) 584-5770
Lhoist North America 3700 Hulen Street, Fort Worth, Texas 76107	Ph: (817) 806-1615

If you have any questions please call our office at (956) 424-3414

Cordially,

Humberto Garcia Jr.
Manager

AI-49926 **Purchasing Department** **13. S.**

CC CONSENT

Meeting Date: 06/09/2015

Submitted By: Nielda Cavazos,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Add Fuel Card Users/Delete Fuel Card Users
1. Adult Probation - Delete Fuel Card Users
2. Adult Probation - Add Fuel Card Users

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: See below

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

BUDGETARY IMPACT:

Possible funding source:
5-1297-423-00-320-002-5-626 $6,756.60
5-1100-423-00-320-034-0-626 $1,017.03
5-1100-423-00-320-001-0-626 $0.00

Attachments

Adult Probation Add
Delete

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Nielda Cavazos	05/29/2015 11:40 AM
Budget & Management	Veronica Ortiz	05/29/2015 11:48 AM
Manuel Chapa	Manuel Chapa	05/29/2015 03:02 PM
Auditor's Office	Monica Badillo	06/05/2015 04:45 PM

Form Started By: Nielda Cavazos Started On: 05/29/2015 11:36 AM

Final Approval Date: 06/05/2015

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	ADULT PROBATION
Billing Address:	3100 SOUTH BUS. 281 EDINBURG TEXAS 78541
Fuel Card Manager:	JANIE MEDRANO
	This person can not have use of the fuel card
Phone Number:	956-587-6141 **County Email:janie.medrano@hidalgocoountycscd.org**
Web user Name:	**Password:**
Hidalgo Co Acct Number:	
Requested By:	Arnold Patrick- Director 05/22/2015
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
Romero Navarro, Leobardo Manuel	01/13/1989	209902		

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department: ADULT PROBATION
Billing Address: 3100 SOUTH BUS. 281 EDINBURG TEXAS 78541
Fuel Card Manager: JANIE MEDRANO
This person can not have use of the fuel card
Phone Number: 956-587-6141 **County Email:janie.medrano@hidalgocountycscd.org**
Web user Name: _____ **Password:** _____
Hidalgo Co Acct Number: _____
Requested By: Arnold Patrick- Director 05/22/2015
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____
Reviewed by Fuel Card Administrator: _____
Cards Received by Dept on: _____ Date Returned/Cancelled: _____
Fuel Cards Received by Department: _____
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
Rodriguez, Maria Del Rocio	09/30/1991	209899		

Form F.1.1 Revised 12/23/2008 ***Attach separate list if additional users are required***

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department: ADULT PROBATION
Billing Address: 3100 SOUTH BUS. 281 EDINBURG TEXAS 78541
Fuel Card Manager: JANIE MEDRANO
This person can not have use of the fuel card
Phone Number: 956-587-6141 **County Email:janie.medrano@hidalgocountycscd.org**
Web user Name: **Password:**
Hidalgo Co Acct Number:
Requested By: Arnold Patrick- Director 05/22/2015
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On:
Reviewed by Fuel Card Administrator:
Cards Received by Dept on: Date Returned/Cancelled:
Fuel Cards Received by Department:
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
Pena, San Juanita Yvonne	09/14/1983	127469		

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department: ADULT PROBATION
Billing Address: 3100 SOUTH BUS. 281 EDINBURG TEXAS 78541
Fuel Card Manager: JANIE MEDRANO
This person can not have use of the fuel card
Phone Number: 956-587-6141 **County Email:janie.medrano@hidalgocountycscd.org**
Web user Name: _____ **Password:** _____
Hidalgo Co Acct Number: _____
Requested By: Arnold Patrick- Director 05/20/2015
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____
Reviewed by Fuel Card Administrator: _____
Cards Received by Dept on: _____ Date Returned/Cancelled: _____
Fuel Cards Received by Department: _____
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
Ledesma, Julissa	08/18/1982	209775		

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department: ADULT PROBATION
Billing Address: 3100 SOUTH BUS. 281 EDINBURG TEXAS 78541
Fuel Card Manager: JANIE MEDRANO
This person can not have use of the fuel card
Phone Number: 956-587-6141 **County Email:janie.medrano@hidalgocoountycscd.org**
Web user Name: _____ **Password:** _____
Hidalgo Co Acct Number: _____
Requested By: Arnold Patrick- Director 05/22/2015
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____
Reviewed by Fuel Card Administrator: _____
Cards Received by Dept on: _____ Date Returned/Cancelled: _____
Fuel Cards Received by Department: _____
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
Hernandez, Juan Pedro	11/01/1990	209767		

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department:	ADULT PROBATION
Billing Address:	3100 SOUTH BUS. 281 EDINBURG TEXAS 78541
Fuel Card Manager:	JANIE MEDRANO
	This person can not have use of the fuel card
Phone Number:	956-587-6141 **County Email:janie.medrano@hidalgocoountycscd.org**
Web user Name:	**Password:**
Hidalgo Co Acct Number:	
Requested By:	Arnold Patrick- Director 05/22/2015
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

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User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
Barreiro, Adrean Gabriel	10/18/1990	209716		

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required

FUEL CREDIT CARD REQUEST FORM

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☐ **Add Vehicle Card** ☒ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

Department: ADULT PROBATION
Billing Address: 3100 SOUTH BUS. 281 EDINBURG TEXAS 78541
Fuel Card Manager: JANIE MEDRANO
This person can not have use of the fuel card
Phone Number: 956-587-6141 **County Email:janie.medrano@hidalgocoountycscd.org**
Web user Name: _____ **Password:** _____
Hidalgo Co Acct Number: _____
Requested By: Arnold Patrick- Director 05/20/2015
Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

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Fuel Cards Received by Department: _____
Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

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User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
Aguirre, Nora Elizabeth	01/24/1977	164321		

Form F.I.1 Revised 12/23/2008

Attach separate list if additional users are required

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☐ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☒ **Delete/Cancel Driver**

Department:	ADULT PROBATION
Billing Address:	3100 SOUTH BUS. 281 EDINBURG TEXAS 78541
Fuel Card Manager:	JANIE MEDRANO
	This person can not have use of the fuel card
Phone Number:	956-587-6141 **County Email: janie.medrano@hidalgocountycscd.org**
Web user Name:	**Password:**
Hidalgo Co Acct Number:	
Requested By:	Arnold Patrick- Director
	Sign & Print Elected/Official Supervisor/Director

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For Purchasing Department Use Only

Approved by Commissioners Court On: _____

Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	*Purchasing Dept. Use Only* **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	*DBM Use Only* **License Verification**	*Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy**
Arebelo, Amy G.	05/23/1976	165956		

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required

FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☐ **Add Driver Pin** ☐ **Delete/ Cancel Card** ☒ **Delete/Cancel Driver**

Department:	ADULT PROBATION
Billing Address:	3100 SOUTH BUS. 281 EDINBURG TEXAS 78541
Fuel Card Manager:	JANIE MEDRANO
	This person can not have use of the fuel card
Phone Number:	956-587-6141 **County Email: janie.medrano@hidalgocountycscd.org**
Web user Name:	**Password:**
Hidalgo Co Acct Number:	
Requested By:	Arnold Patrick- Director
	Sign & Print Elected/Official Supervisor/Director

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

For Purchasing Department Use Only

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Reviewed by Fuel Card Administrator: _____

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department: _____

Sign & Print Authorized Elected Official/Supervisor/Director

Vehicle Plate No (N/A = Non-vehicle)	**Description** *(Vehicle or Non-vehicle Equip.)*	**VIN Number** (N/A = Non-vehicle)	***Purchasing Dept. Use Only*** **Card Number**

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

User Name	**DOB**	**User ID** *(6 digits)*	***DBM Use Only*** **License Verification**	***Purchasing Dept. Use Only*** **Training Date & Signed Fuel Policy**
Martinez, Nori	04/25/1976	208981		

Form F.1.1 Revised 12/23/2008

Attach separate list if additional users are required