AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
November 10, 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 in the Commissioners Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

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

A. **AI-52030** Presentation of House Resolution to Kevin Oaks by Texas House Representative Terry Canales

B. **AI-52180** Resolution in Honor of Retired CBP Rio Grande Valley Sector Chief Patrol Agent Kevin Oaks

C. **AI-52029** Presentation of House Resolution to David P. Higgerson by Texas House Representative Terry Canales

D. **AI-52127** Proclamation declaring Thursday, Nov. 19, 2015 as the Great American Smoke-Out Day in Hidalgo County.

E. **AI-52175** Proclamation Declaring November 2015 as National Hospice and Palliative Care Month

7. **District Attorney's Office:**

A. **AI-51889** DA-Border Prosecution Unit Grant (BPU) (1281):
1. Approval to accept the Border Prosecution Unit Grant in the amount of $355,000.00, effective 09/01/2015 through 08/31/2016.
2. Approval of certification of revenues as certified by the County Auditor for the FY 2016 Border Prosecution Unit grant funds.
3. Approval to appropriate the FY 2016 Border Prosecution Unit grant funds.

4. Approval to appropriate HB65 funds.
5. Approval to create the following position:

Slot#	Dept/Program	Position Title	Proposed Salary/Allowance
G005	080-012	Assistant District Attorney III	$79,469.45
A140	080-007		$900.00

6. Approval to revise the salary schedule in accordance with Commissioners Court approval.

B. **AI-52057** DA -Federal Sharing-U.S. Department of Justice (1256)
Appropriation of funds in the amount of $15,000.00 to fund the purchase of equipment for law enforcement personnel.

8. **Juvenile Probation:**

A. **AI-52084** Requesting approval to process payment as a claim for the following, with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor:

Vendor	Invoice #	Dates	Amount
Gloria Flores Interpreting Services	093015	9/14/15 & 10/02/15	$200.00

9. **Constables:**

A. **AI-52120** Constable Pct. 3 - Operation Stonegarden (1284): Approval to appropriate the budget for the Constable Precinct No. 3 portion of the FY2014 Operation Stonegarden Grant Phase II in the total amount of $57,973.88.

10. **Sheriff's Office:**

A. **AI-52163** Pursuant to Hidalgo County Cellular Telephone Policy (Verizon Wireless, DIR-SDD-1779), presentation for consideration, acceptance and approval of Cellular Phone Request form (Data Link Card Request) for the following: Approval for requisition # 287266 for 8 Data Link Hosted Access for skytower modems ($37.99 per month)

B. **AI-52128** Sheriff's Department-ICE Overtime (1284):
1. Approval to accept overtime funding from the U.S. Department of Homeland Security, Immigration and Customs Enforcement (ICE)FY 2016 in the amount of $15,000.00.
2. Authorization to pay overtime reimbursable under the grant terms and conditions.
3. Approval of certification of revenues, as certified by County Auditor, for ICE overtime funding.
4. Approval of appropriation of funds in the amount of $15,000.00.

C. **AI-52076** 1. Authorization to accept the Approval Notice in reference to Operation Stonegarden FY 2014 (2nd phase) for the amount of $1,567,593.27.
2. Authorization to pay Overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditor for the FY 2014 Operation Stonegarden Grant (2nd phase).
4. Approval to appropriate the budget for Sheriff's Office portion of the FY 2014 Operation Stonegarden Grant (2nd Phase) in the amount of $672,110.20.
5. Approval to appropriate the budgets for the (13) thirteen cities' portion of the FY 2014 Operation Stonegarden Grant (2nd phase) in the amount of $708,045.55.

	City of	**2nd Phase**
1	Alamo	27,081.88
2	Donna	29,959.23
3	Edinburg	100,071.41
4	Hidalgo	93,827.49
5	La Joya	28,250.00
6	Mercedes	42,083.60
7	Mission	92,807.49
8	Palmview	40,500.00
9	Penitas	33,807.05
10	Pharr	89,760.00
11	San Juan	37,292.40
12	Sullivan City	30,105.00
13	Weslaco	62,500.00
	Total	**708,045.55**

D. **AI-52086** Sheriff's Office - OCDETF (1284)
1. Approval of Organized Crime Drug Enforcement Task Forces (OCDETF) Agreement between the Hidalgo County Sheriff's Office and the Drug Enforcement Administration McAllen District Office/Houston Division Office OCDETF Strike Force Group D-81.
2. Approval of Certification of Revenues as certified by the County Auditor for the OCDETF Grant Contract.
3. Approval to appropriate OCDETF Grant Award in the amount of $15,800.00(in reference to Investigation Number SW-TXS-1006).

E. **AI-51945** 1. Approval of Memorandum of Understanding for Shooting Range Use/Training between the Hidalgo County Sheriff's Office and
a. Federal Bureau of Investigation
b. U.S. Probation Office

2. Authorization for County Judge, as authorized official, and County Sheriff to sign both documents.

F. **AI-51990** Authorization and approval to submit a State Administrative Agency Extension Request Form in reference to Operation Stonegarden FY 2014 and authorization for County Judge, as authorized official, to sign required document.

G. **AI-52028** 1. Approval to appropriate monies received from the sale of weapons in the amount of $18,575 into the Sheriff's Office budget.
2. Approval of Certification of Revenues by the County Auditor for the amount of $18,575.
3. Approval of budget appropriation for $18,575 in the Sheriff's Office Budget.

11. Executive Office:

A. **AI-52200** Discussion and action authorizing Mr. Raul Silguero as the designated signator in addition to Ms. Esther Cortez for the Department of Human Resources

B. **AI-52188** Presentation and acceptance of Audit Report submitted by the Emergency Services District No. 1 for year ended December 31, 2014

C. **AI-52039** Approval of 2016 Proposed Holidays

D. **AI-52063** Requesting permission by the Edinburg Chamber of Commerce to use the county square for the following events:
Night of Lights Parade on Friday, December 4, 2015 (evening)
48th Annual Fiesta Edinburg Celebration on Saturday, February 27, 2016 at 10:00 a.m.

E. **AI-52157** Consideration and approval to grant the Health Department and HidalgoFit permission to partner with the American Cancer Society & Tobacco Prevention & Control Coalition in setting up an information booth from 8:30 a.m. to 11:30 a.m. on Monday, Nov. 16th at the Hidalgo County Courthouse in support of the Great American Smoke-Out Day which will be observed on Thursday, Nov. 19th

F. **AI-52142** 1. Approval of Interlocal Cooperation Agreement between County of Hidalgo and Lower Rio Grande Valley Workforce Development Board
2. Approval of Hurricane Worksite Agreement and authorization from Commissioners Court for county representatives from the different worksites to sign agreements (all 4 precincts).

G. **AI-52060** Facilities Management:
Approval of credit application and agreement with Crawford Electric Supply Company, Inc. in order to purchase electrical supplies for County Buildings and authorize Valde Guerra, County Executive Officer to sign document(s)

H. **AI-52067** Approval to accept settlement check from Chubb Group of Insurance Companies in the amount of $35,353.62 for property damages sustained during the rain event from May 12, 2015 through May 15, 2015. (Sheriff Office)

12. Indigent Defense Program:

A. **AI-52034** Requesting approval to submit application for FY2016 Indigent Defense Formula Grant

13. Human Resources:

A. **AI-52169** CCL#8 (1100):

1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval to create one (1) Temporary full time Clerk I position, Slot T006 at $10.10 per hour, not to exceed through December 31, 2015.
3. Approval to revise the salary schedule in accordance with Commissioners Court action.

B. **AI-52032** Health & Human Services Dept (1100):

1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval of the following personnel actions effective next full pay period, 11/16/2015:

Action	Dept/ Program	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Net Change
Delete	340-001	0032	Eligibility Specialist I	$24,929.00	$0.00	<$24,929.00>
Delete	340-003	0003	Director of Nursing	$81,755.00	$0.00	<$81,755.00>
Delete	340-003	0018	HR Coordinator III	$49,646.00	$0.00	<$49,646.00>
	340-005	G021		$10,300.00	$0.00	<$10,300.00>
Delete	340-003	0037	Clerk III	$26,330.00	$0.00	<$26,330.00>
Delete	340-003	G076	Billing Supervisor	$41,280.00	$0.00	<$41,280.00>
Create	340-003	0144	EMR/Database System Analyst	$0.00	$53,665.00	$53,665.00
	340-005	0023		$0.00	$3,335.00	$3,335.00
Create	340-003	0145	Director of Clinical Care Services	$0.00	$90,000.00	$90,000.00
Create	340-003	0146	Administrative Assistant II	$0.00	$30,000.00	$30,000.00
Create	340-003	0147	Health Services Billing Supervisor	$0.00	$50,000.00	$50,000.00

3. Approval of interdepartmental transfer.
4. Approval to revise the salary schedule in accordance with Commissioners' Court action.

C. **AI-52042** Hidalgo County Clerk (1100):

1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval of the following personnel actions effective next full pay period, 11/16/2015:

Action	Dept/ Program	Slot#	Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Net Change
Salary Adjustment (Decrease)	180-001	0005	Internal Auditor III	$52,071.00	Internal Auditor III	$50,000.00	<$2,071.00>
Delete	180-001	0027	Deputy County Clerk I	$28,840.00	-	$0.00	<$28,840.00>
Create	180-001	0076	-	$0.00	Administrative Assistant II	$30,911.00	$30,911.00

3. Approval to revise the salary schedule in accordance with Commissioners' Court action.

D. **AI-51970** Tax Office (1100) / Special Vehicle Inventory (1246):

1. Discussion, consideration, and approval to delete/add supplement pay to various slots, as listed below, effective next full pay period, 11/16/2015:

Action	Fund	Dept. / Program	Slot #	Position Title	Current Budgeted Salary/Supplement	Proposed Budgeted Salary/Supplement	Net Change
Salary Auto Allowance (Delete) Supplement Pay	1100	140-001	0003	Property Tax Manager	$65,507.00 $2,800.00	$65,507.00 $2,800.00	$0.00 $0.00
	1246	140-003	0002		$3,000.00	$0.00	($3,000.00)
Salary (Delete) Supplement Pay	1100	140-001	0008	Accountant IV	$52,002.00	$52,002.00	$0.00
	1246	140-003	0006		$3,000.00	$0.00	($3,000.00)
Salary (Add)	1100	140-001	0018	Deputy Clerk III	$40,347.00	$40,347.00	$0.00

Supplement Pay	1246	140-003	0010		$0.00	$3,000.00	$3,000.00
Salary (Add)	1100	140-001	0171	Administrative Asst III	$34,000.00	$34,000.00	$0.00
Supplement Pay	1246	140-003	0011		$0.00	$3,000.00	$3,000.00
Salary (Add)	1100	140-001	0025	Bookkeeper II	$33,917.00	$33,917.00	$0.00
Supplement Pay	1246	140-003	0012		$0.00	$3,000.00	$3,000.00
Salary Auto Allowance	1100	140-001	0160	Accountant IV	$52,002.00 $1,500.00	$52,002.00 $1,500.00	$0.00 $0.00
(Add) Supplement Pay	1246	140-003	0013		$0.00	$3,000.00	$3,000.00

2. Approval of Intra-departmental transfers.
3. Approval to revise salary schedule in accordance with Commissioners Court action.

14. Health & Human Services Department:

A. Health Care Funding District:

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

B. Indigent Health Care Program:

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

15. Emergency Management:

A. AI-52131 1. Requesting authority for Hidalgo County to submit a letter to the Texas Department of Public Safety- Texas Division of Emergency Management for withdrawal from the TSSI Safe Room Project Hazard Mitigation Grant Program number DR-1791-331 which was approved for the La Joya Independent School District to construct a 20,000 sq. ft. community safe room on the campus of Palm View High School.

2. Request for approval for the County Judge to sign the required documentation.

16. Community Service Agency:

A. AI-52064 Approval of Proclamation in honor of Veterans involved in Community Service.

B. AI-52153 Approval of and authorization to submit letter of response to the Texas Department of Housing and Community Affairs monitoring report dated October 23, 2015.

17. IT Department:

A. **AI-52002** CONSTABLE PCT. 3
Authorization and approval of the End User Agreement H-GAC CONTRACT #CW10-14 included through the purchase of new GPS devices with service with SPRINT for the following:

Qty:	Description:	User:	Service Plan Charge:	Equipment Cost:
20	GPS units	Office Use		Geotab GO7/FL7 OBDII Modem @ $9.99 each
20	Data Plan	Office Use	Goetab Pro/FleetLocate w/Fusion 5mb Pooled Data Plan @ $24.25 each per month	

B. **AI-52113** DISTRICT ATTORNEY'S OFFICE
Authorization and approval to purchase new wireless service through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Qty:	Description:	User:	Service Plan:	Equipment:
1	Data Card	Office Use	Mobile Broadband Unlimited Data @ $37.99 per month	MiFi 6620 @ $0.00

18. **Urban County:**

A. **AI-52130** 1. Urban County Program, is requesting approval of Change Order No. 1 to a construction contract with Saenz Brothers Construction, LLC this contract was awarded using General Land Office (GLO) funds under Contract No. 12-406-000-6453/DRS210068) for a Pct. 1 Project known as Delta Area Connector/East Lateral Project. The Change Order will increase the construction contract amount by $406,130.00 for a total construction amount of $4,909,066.00 using GLO funds.

2. Consideration and approval to authorize the UCP Director to sign this Change Order.

B. **AI-52172** Acceptance and approval of the Interlocal Cooperation Agreement between Hidalgo County acting by and through its Hidalgo County Urban County Program, Precinct 4 and Hidalgo County Drainage District No.1 as it relates to the General Land Office (GLO) Contract No. 12-589-000-6887/DRS220068 for the project known as the Alberta Drain Project.

C. **AI-52186** The Urban County Program on behalf of Precinct No. 1 is requesting approval and award of best and final negotiated contract with LeFevre Engineering & Management Consulting, LLC in the amount of $136,330.00 utilizing CDBG FYs 21, 22 & 27 (2008, 2009 & 2014) Street Improvements project Old La Blanca Road. (Mile 10-12).

D. **AI-52160** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of San Juan, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 27 (2014) San Juan Water/Sewer Improvement funds.

Professional Service Firm	**Grade**	**Ranked**
Cruz-Hogan Consultants, Inc.	95.66%	
Halff Associates, Inc.	85%	
Javier Hinojosa Engineers	82.33%	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for an Urban County Program Year 27 (2014) San Juan Water/Sewer Improvements project.

E. **AI-52117** Requesting authorization to amend the Subrecipient agreement with the Boys & Girls Club of Mission Inc., under the Community Development Block Grant (CDBG) Program for PY 2015.

F. **AI-52137** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024)a)(4) for professional engineering services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Peñitas, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 27 & 28 (2014 & 2015) Peñitas Street Improvement funds.

Professional Service Firm	**Grade**	**Ranked**
South Texas Infrastructure Group	97.66%	
R. Gutierrez Engineering	93.66%	
Rio Delta Engineering	82%	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for an Urban County Program Year 27 & 28 (2014 & 2015) Peñitas Street Improvements project.

19. **Elections Administration:**

A. Discussion and/or action, including but not limited to Elections updates

20. **Head Start Program:**

A. **AI-52013** Discussion/Approval to Submit Five Year Application for Hidalgo County Head Start Program Funding Opportunity Number: HHS-2016-ACF-OHS-CH-R06-1094

21. **Precinct #2 - Comm. Cantu:**

A. **AI-52165** 1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo and the City of Hidalgo, concerning certain road improvements to Las Milpas Road from McColl Road to Jackson Road.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) project regarding certain road improvements to Las Milpas Road from McColl Road to Jackson Road.

22. **Precinct #4 - Comm. Palacios:**

A. **AI-52107** Requesting approval of payment to the Texas Commission on Environmental Quality (TCEQ) in the amount of $50.92 for the air emission fee.

B. **AI-51949** Approval of Interlocal Cooperation Agreement among City of Edinburg, County of Hidalgo and Hidalgo County Emergency Services District #3

C. **AI-52092** Pct. 4 Curry Estates (1303):
Approval of 2015 interfund transfer from Pct. 4 Road Maintenance program 007 (1200) to Curry Estates program 145 (1303) in the amount of $1,210.46.

23. **Budget & Management:**

A. **AI-52199** Discussion, consideration and approval of the proposed Hidalgo County Subdivision Streetlight program rules and regulations.

B. **AI-51814** Discussion, consideration, and approval of revised Internship Policy.

C. **AI-52007** Sheriff's Office (1100):
Approval of the following salary schedule changes, effective date of 11/02/15:

280-001	Slot No. 0053	Sr. Deputy Sheriff Step IV	$47,734.00	Deputy Sheriff Step I	$39,140.00
280-001	Slot No. 0040	Sergeant Step II	$49,017.00	Sergeant Step III	$50,733.00

24. **Purchasing Department:**
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.
B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1. **AI-52191** Discussion and applicable action in connection with Hidalgo County Property Insurance Coverage for: Commercial Property/Boiler, Machinery/Terrorism awarded [CC 10-27-15 AI#51951/Option #2] to McGriff, Seibels and Williams of Texas, Inc., including, but not limited to issues regarding the vendor's financial responsibility in covering Hidalgo County's assets.

2. **AI-52183** Presentation by Schneider Electric [awarded contractor through TIPS-The Interlocal Purchasing System] to perform a " business case energy analysis" at no cost or obligation to Hidalgo County including the execution of Letters of Interest and Authorization [by County Judge, Court Member or Executive Officer].

3. AI-52014 a. Presentation by Hidaldo County Energy Consultant - Robert Peña (Texas Energy Consultant) of scoring grid for the purpose of ranking by Commissioners' Court, the responses received from cooperatives, state programs and/or aggregate pools in connection with Electricity Energy Supply Services RFP 2015-028A-10-30.

Company	Average Score	Ranked

b. Award a contract for electric energy services with the number one recommended/ranked provider _____ for a term of _____ months subject to legal review.

4. AI-52118 Pursuant to current agreement "Texas GLO Electric Sales Agreement" [under "TERM"] between Hidalgo County [C-08-041-04-29] and Reliant [an NRG Company] requesting approval to send written notice to **"Terminate"** this agreement to coincide with its **"Expiration date of November 30, 2015" [and as stated in attached notice of expiration from Reliant] f**or the provision of Electric Power Services with effective date of 12:01 am, December 1, 2015.

5. AI-52016 A. Authority to advertise and approval of procurement packet (i.e., specifications - requirements, legal notice etc.) as attached hereto for H.C. "Professional Audit Services RFQ No 2015-328-12-02-YZV including the re-advertisement of project in the event of no participation received, and/or rejected and project is still required.

B. Appointment and/or designation by Commissioners' Court to select/assisgn an evaluation committee to evaluate and score the SOQ's received for RFQ 2015-328-12-02-YZV- Professional Audit Services for Hidalgo County (All Funding Sources)

B. Pct. 1

1. AI-52001 Acceptance and approval of the following Work Authorizations as submitted by Millennium Engineers Group, Inc. - Contract # C-15-319-09-15 for the provision of "Construction Materials Engineering and Testing Services" for:

A) Work Authorization No. 1 - Norene Drive Improvements Project in the amount of $7,742.00 thru assigned & submitted Requisition #286459.

B) Work Authorization No. 2 - Spanish Palms Subdivision Project in the amount of $7,770.25 thru assigned and submitted Requisition #286496.

C. Pct. 2

1. AI-52195 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;
b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for "Las Milpas Road Project" for Pct 2.

Total Scores	South Texas Infrastructure Group, LLC	B2Z Engineering	Quintanilla Headley & Assoc.
Evaluator 1	95	94	91
RANKING			

c. Authority for the Purchasing Department to negotiate a professional services agreement with the No. 1 ranked firm of _____ for professional engineering services for "Las Milpas Road Project" for Pct 2.

2. **AI-51992** Requesting authority to advertise with approval of RFB plans and specifications developed by Raul Sesin, P.E., Hidalgo County Drainage District #1 for: Hidalgo County Precinct No. 2 -"Eldora Road Improvements (from "I" Road to Raul Longoria Road)"-RFB No. 2015-367-12-02-MSS.

3. **AI-52049** Requesting approval of Supplemental Agreement No. 8 with R. Gutierrez Engineering Corporation, Contract C-07-358-09-04 resulting in an estimated cost increase of $15,664.00 for services under Work Authorization No. 12 for the Pct 2 South Fork Drainage Project.

D. Pct. 4

1. **AI-52056** A. Requesting approval of a **"Clarification"** to **AI-51715-selection of Engineering Firm (approved by CC 10-13-15)** to correct **"title of project"** reflecting as "**job specific" project: "Level of Service Analysis for Overpass at SH 107 and FM 2128"** within **Hidalgo County Precinct No. 4,** and, **NOT** for: Feasibility Study and Level of Service Analysis for Proposed Overpass at SH 107 and FM 2128 (Schunior St.);

   B. Acceptance and approval of a Professional Engineering Agreement with **L&G Consulting Engineers, Inc.** d/b/a **L&G Engineering**, for: **"Job Specific" Project: "Level of Service Analysis for Overpass at SH 107 and FM 2128"** within **Hidalgo County Precinct No. 4;**

   C. Pursuant to **Article 14** of the "professional engineering services" agreement **#C-15-390-11-10** with **L&G CONSULTING ENGINEERS, INC**. d/b/a **L&G ENGINEERING,** is requesting approval to engage the services of **SUB-CONTRACTOR** (**Mr. HARRY SIMEONIDIS --ERGONOMIC TRANSPORTATION SOLUTIONS, INC.)** with adherence to insurance provisions required by said article;

   D. Acceptance and approval of **Work Authorization No. 1** (with an estimated cost of **$ 230,726.91**) as submitted by project engineer, **L&G Engineering** for **"Job Specific" Project: "Level of Service Analysis for Overpass at SH 107 and FM 2128"** within **Hidalgo County Precinct No. 4** in connection to agreement #**C-15-390-11-10.**

E. IT Department:

1. **AI-52135** Acceptance an approval of an Amendment between Tyler Technologies, Inc. and Hidalgo County under the current Maintenance and Support Service Agreement to remove the Licensed Software Session Works Judge Edition and to add to the Agreement Schedule 1.

F. Facilities Management:

1. **AI-52099** Acceptance and approval to award job order contractor, Herrcon, LLC (awarded JOC through Buyboard contract #464-14) in the amount of $7,699.33 for: "Turnkey replacement of kitchen range hood to comply with Fire Marshal requirements at the John Austin Pena Primary Care Substance Abuse Facility" (Project #15-393-MSS).

G. Colonia Access Program Pct. 1

1. AI-52152 Acceptance and approval of the following for C-CAP-15-223-09-29 Lorenzana Subdivision between Hidalgo County and REIM Construction Inc. as submitted through project engineer Le Fevre Engineering & Management Consulting, LLC (pending final legal review);

A. Final construction contract (CC awarded/09-29-15 AI#51437) in the amount of $111,364.25;

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee [historically Raul Lozano unless otherwise selected by Comm. Pct. #1] to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

2. AI-52023 Acceptance and approval of the following for C-CAP-15-257-10-06 Heidelberg Subdivision between Hidalgo County and 2GS, LLC as submitted through project engineer, LeFevre Engineering & Management Consulting, LLC.:

A. Final construction contract (CC approved 10-06-15) in the amount of $824,327.70;

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

H. District Attorney

1. AI-51952 Requesting authority to exercise a one (1) year extension as provided in contract #C-13-365-12-20 for “Pathologist To Provide Turnkey Autopsy And Related Services” for Hidalgo County under the same rates, terms, and conditions renewal/extension effective December 21, 2015 through December 20, 2016.

I. Sheriff's Office:

1. AI-52162 A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024 (a)(7); an item that can only be obtained from only one source;

B. Approval of a "Sole Source Declaration" for "Wireless CCTV, L.L.C." for the purchase of 4G Nano, supporting equipment, connections and warranties, including any present and future accessories, licenses, support service and maintenance to be used by Hidalgo County Sheriff's Office and other related Hidalgo County Law Enforcement Agencies (all funding sources) with said declaration to remain in effect while declaration is in place or until revoked by HCCC;

C. Approval for HCSO to purchase the 4G Nano, supporting equipment, connections/installations and warranties through assigned Asset Forfeiture Requisition #287581 in the amount of $28,220.00 including renewals of maintenance, support services and annual licenses while for the lifetime of the software.

J. WIC

1. **AI-51937** a. Requesting approval of the Memorandum of Understanding between South Texas Health System-McAllen Medical Center and Hidalgo County WIC Program for the purpose of the hospital to provide WIC Breastfeeding Peer Counselors to WIC eligible mothers.

b. Requesting approval of the Memorandum of Understanding between Women's Hospital at Renaissance and Hidalgo County WIC Program for the purpose of the hospital to provide WIC Breastfeeding Peer Counselors to WIC eligible mothers.

c. Requesting approval of a Business Associate Agreement between Doctor's Hospital Renaissance and Hidalgo County WIC Program.

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

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-52089** Cause No. CCD-0281-B; Electric Transmission Texas, LLC vs. Hidalgo County

D. **AI-52100** Claim(s) for Auto Loss with Jail Van on October 6, 2015:
· Claim of Benjamin Morales

E. **AI-52097** Claim of Frank Salazar

F. **AI-52011** Claim of Andres Solis

G. **AI-52019** Claim of AT&T

H. **AI-52021** Claim of Carlos Alexis Perez

I. **AI-52071** Claim of Tyler Lee Lopez

J. **AI-52061** Claim of Yesenia Garza

26. A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

B. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation" and authority to submit letter of engagement

27. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-52090** Cause No. CCD-0281-B; Electric Transmission Texas, LLC vs. Hidalgo County

D. **AI-52101** Claim(s) for Auto Loss with Jail Van on October 6, 2015:
· Claim of Benjamin Morales

E. **AI-52098** Claim of Frank Salazar

F. **AI-52012** Claim of Andres Solis

G. **AI-52020** Claim of AT&T

H. **AI-52022** Claim of Carlos Alexis Perez

I. **AI-52072** Claim of Tyler Lee Lopez

J. **AI-52062** Claim of Yesenia Garza

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

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

30. **Adjourn**

AI-52030 **County Judge's Office** **6. A.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Julia Sullivan, COUNTY JUDGE **Submitted By:** Julia Sullivan, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Presentation of House Resolution to Kevin Oaks by Texas House Representative Terry Canales

BACKGROUND

Fiscal Impact

Attachments

Resolution honoring Chief Oaks

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/29/2015 02:17 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Julia Sullivan		Started On: 10/29/2015 11:43 AM
Final Approval Date: 11/06/2015		

R E S O L U T I O N

WHEREAS, Kevin W. Oaks retired from the United States Border Patrol on June 25, 2015, concluding a distinguished career that spanned three decades with the agency; and

WHEREAS, Named chief patrol agent for the Rio Grande Valley Sector in 2014, Mr. Oaks oversaw more than 3,000 agents and 9 border patrol stations, as well as 3 traffic checkpoints and an intelligence office; he began his tenure during an unprecedented surge in border crossings, and his skill, experience, and good working relationships with community leaders and officials proved crucial in managing the humanitarian crisis that arose as tens of thousands of unaccompanied children and families from Central America crossed from Mexico into the Rio Grande Valley; and

WHEREAS, Mr. Oaks demonstrated a strong commitment to increasing manpower and resources and improving infrastructure in order to better target drug trafficking and other criminal activities; under his command, the sector was able to acquire five aerostat surveillance platforms to enhance situational awareness; moreover, he increased transparency, ensuring that local residents, media, and stakeholders had access to all available information regarding critical incidents involving the border patrol; and

WHEREAS, Before taking on the role of chief agent in the Rio Grande Valley, Mr. Oaks was the operations division chief in the Office of Border Patrol in Washington, D.C.; he previously served as chief patrol agent of the Buffalo Sector and as commander of the Border Patrol Tactical Unit, among other managerial and supervisory positions; in addition, he is a veteran of the U.S. Marine Corps; and

WHEREAS, Kevin Oaks greatly benefited his fellow Americans through his leadership, professionalism, and dedication to the vital mission of the border patrol, and he may indeed reflect with pride on his long record of professional accomplishments; now, therefore, be it

RESOLVED, That Kevin Oaks be congratulated on his retirement as chief patrol agent of the Rio Grande Valley Sector of the U.S. Border Patrol and that he be extended sincere best wishes for the future.

_____

Terry Canales
State Representative
District 40

AI-52180 **County Judge's Office** **6. B.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Julia Sullivan, COUNTY JUDGE **Submitted By:** Jane Lopez, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Resolution in Honor of Retired CBP Rio Grande Valley Sector Chief Patrol Agent Kevin Oaks

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/06/2015 02:55 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Jane Lopez		Started On: 11/06/2015 01:44 PM
Final Approval Date: 11/06/2015		

RESOLUTION IN HONOR OF RETIRED CBP RIO GRANDE VALLEY SECTOR CHIEF PATROL AGENT KEVIN OAKS

WHEREAS, in 2014, Kevin W. Oaks was named Chief Patrol Agent for the Rio Grande Valley Sector where he was in charge of nine border patrol stations, three traffic checkpoints and intelligence offices, and oversaw more than 3,000 agents; and

WHEREAS, Mr. Oaks appointment to the Rio Grande Valley Sector came out an opportune time, as he was instrumental in the management of the unprecedented border surge that impacted our community in June 2014. His expertise and knowledge proved crucial in dealing with the humanitarian crisis that saw tens of thousands of unaccompanied children and families from Central America crossing from Mexico into the U.S., and;

WHEREAS, during his 14 month tenure in the Rio Grande Valley, Mr. Oaks was instrumental in increasing staff and resources, securing five aerostat surveillance platforms and improving infrastructure in order to better target drug trafficking; and

WHEREAS, after more than 30 years of dedicated service to the United States Border Patrol and to the security of our great nation Mr. Oaks retired from the agency on June 25, 2015; and

WHEREAS, for the past three decades American citizens have benefitted from Kevin Oaks leadership, dedication and professionalism.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court does hereby honor and congratulate Kevin Oaks for his distinguished career with the United States Border Patrol.

Approved this 10th day of November 2015.

RAMON GARCIA
County Judge

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-52029 **County Judge's Office** **6. C.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Julia Sullivan, COUNTY JUDGE **Submitted By:** Julia Sullivan, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Presentation of House Resolution to David P. Higgerson by Texas House Representative Terry Canales

BACKGROUND

Fiscal Impact

Attachments

Higgerson Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/29/2015 02:17 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Julia Sullivan		Started On: 10/29/2015 11:36 AM
Final Approval Date: 11/06/2015		

R E S O L U T I O N

WHEREAS, Since officially taking command on July 3, 2014, David P. Higgerson continues to serve with utmost distinction and integrity as the director of field operations for the Laredo Field Office of U.S. Customs and Border Protection; and

WHEREAS, Mr. Higgerson is a graduate of St. John Military Academy and a veteran of the U.S. Army, and in 1971, he began his career in government service when he joined Canal Zone Customs in the Panama Canal Zone; since then, his assignments have included port director for Hidalgo-Pharr, the fourth largest port of entry along the United States-Mexico border, and acting director of field operations (DFO) for Laredo; and

WHEREAS, From 2007 to 2012, Mr. Higgerson was the DFO in Tucson, Arizona, and he went on to serve in El Paso from 2012 to 2014, first as acting DFO and then as DFO; as the new director of field operations in Laredo, this outstanding public servant oversees the importation of nearly $143 billion in merchandise through eight ports of entry from Brownsville to Del Rio, thus safeguarding and promoting the growth of Texas commerce; and

WHEREAS, Mr. Higgerson has been recognized with numerous awards and commendations by a number of institutions, including the World Customs Organization; in all his endeavors, he has enjoyed the love and support of his wife, Maria Teresa Higgerson, and his five children; and

WHEREAS, Mr. Higgerson's tireless and continuous commitments to anti-terrorism efforts and the protection of commerce have greatly contributed to the effective defense of the Texas border and helped to ensure the security of our nation and the great state of Texas; now, therefore, be it

RESOLVED, That David P. Higgerson be commended for more than four decades of exemplary service to the federal government and that he be extended sincere best wishes for continued success with his important work.

_____

Terry Canales
State Representative
District 40

AI-52127 **County Judge's Office** **6. D.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Julia Sullivan, COUNTY JUDGE **Submitted By:** Julia Sullivan, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Proclamation declaring Thursday, Nov. 19, 2015 as the Great American Smoke-Out Day in Hidalgo County.

BACKGROUND

Fiscal Impact

Attachments

Great American Smoke Out

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/04/2015 04:46 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Julia Sullivan		Started On: 11/04/2015 04:17 PM
Final Approval Date: 11/06/2015		

PROCLAMATION DECLARING NOVEMBER 19, 2015 AS THE GREAT AMERICAN SMOKE-OUT DAY IN HIDALGO COUNTY

WHEREAS, cigarette smoking is the major single cause of cancer death in the United States; and

WHEREAS, one in five deaths are caused by cigarette smoking – more people die than HIV, illegal drugs, alcohol, motor vehicle injuries, and firearm-related incidents combined; and

WHEREAS, secondhand smoke is the third leading cause of preventable death in the United States, killing about 42,000 Americans each year. Secondhand smoke is a known cause of lung cancer, heart disease, chronic lung ailments, and other health problems; and

WHEREAS, quitting smoking lowers the risk of chronic illness and death. Within two- to five-years, the risk of stroke can fall to about the same as a nonsmoker, the risk for cancers of the mouth, throat, esophagus, and bladder drop by half within five years, and the risk of lung cancer drops by half after 10 years; and

WHEREAS, The Tobacco Prevention & Control Coalition of Hidalgo County, in conjunction with the American Heart Association and many other community partners support the American Cancer Society's Great American Smoke-out campaign to encourage Americans to quit smoking.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby proclaims Thursday, November 19, 2015 as the Great American Smoke-out Day in Hidalgo County.

Approved this 10th day of November 2015.

RAMON GARCIA
County Judge

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-52175 **County Judge's Office** **6. E.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Robert Villarreal, COUNTY JUDGE

Submitted By: Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Proclamation Declaring November 2015 as National Hospice and Palliative Care Month

BACKGROUND

Fiscal Impact

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/06/2015 01:40 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Virginia Jones		Started On: 11/06/2015 01:32 PM
Final Approval Date: 11/06/2015		

PROCLAMATION DECLARING NOVEMBER 2015 AS NATIONAL HOSPICE AND PALLIATIVE CARE MONTH

WHEREAS, hospice and palliative care empower people facing a serious or life-limiting illness to live as fully as possible, surrounded and supported by family and loved ones; and

WHEREAS, hospice and palliative care professionals are dedicated to helping diverse communities access quality end-of-life care and are committed to removing barriers to accessing care; and

WHEREAS, hospice and palliative care brings patients and family caregivers the highest quality care delivered by an interdisciplinary team of skilled professionals that includes physicians, nurses, social workers, therapists, counselors, health aides, spiritual care providers and others who make the wishes of each patient and family a priority; and

WHEREAS, hospice and palliative care providers encourage all people to learn more about options of care and to share their wishes with family, loved ones, and their healthcare professionals.

NOW, THEREFORE, be it resolved that the Hidalgo County Commissioners Court hereby proclaims November 2015 as National Hospice and Palliative Care Month.

Approved this 10th day of November, 2015.

_____
RAMON GARCIA
County Judge

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

_____
EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

_____
Attest: ARTURO GUAJARDO, JR.
Hidalgo County Clerk

AI-51889 **District Attorney** **7. A.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA-Border Prosecution Unit Grant (BPU) (1281):
1. Approval to accept the Border Prosecution Unit Grant in the amount of $355,000.00, effective 09/01/2015 through 08/31/2016.
2. Approval of certification of revenues as certified by the County Auditor for the FY 2016 Border Prosecution Unit grant funds.
3. Approval to appropriate the FY 2016 Border Prosecution Unit grant funds.
4. Approval to appropriate HB65 funds.
5. Approval to create the following position:

Slot#	Dept/Program	Position Title	Proposed Salary/Allowance
G005	080-012	Assistant District Attorney III	$79,469.45
A140	080-007		$900.00

6. Approval to revise the salary schedule in accordance with Commissioners Court approval.

BACKGROUND

Funding is provided by the Office of the Governor Criminal Justice Division. No cash match is required.

Approval to apply was approved by Commissioners' Court on August 18, 2015, Agenda Item #50783 CC-Regular.

Resolution was approved by Commissioners' Court on September 15, 2015, Agenda Item #51327 CC-Regular.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1281-412-00-080-012-6-XXX

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

BUDGETARY IMPACT:

No local Match.

5-1281-334-10-080-012-6-000 CJD - BPU/Revenue

Grant Fiscal Year 2016

Grant #2537805

FISCAL YEAR: 2015 **ACCT. #:** 5-1223-412-00-080-007-0-118

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

BUDGETARY IMPACT:

Appropriation of funds from HB65 Fund Balance.

Attachments

JOB DESCRIPTION
STATEMENT OF SUPPORT
Congratulatory Letter
Certification and Assurances
Grantee Responsibilities Memo
Appropriation
Appropriation
Fiscal Note
COR
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/03/2015 11:04 AM
Auditor's Office	Veronica Ortiz	11/06/2015 04:38 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Ramiro Sendejo		Started On: 10/20/2015 10:31 AM
Final Approval Date: 11/06/2015		

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

ASSISTANT DISTRICT ATTORNEY III

GENERAL DESCRIPTION

Performs intermediate-level legal work; Work involves prosecuting and defending all manner of civil and criminal matters in various levels of trials and appellate courts and administrative forums. Work under the frequent supervision of higher level attorneys in aneffort to build the knowledge, skills, and expertise necessary for this position.

EXAMPLES OF WORK PERFORMED

Will make decisions and/or counsels with clients, victims, or police concerning the commencement of proceedings in court or related forums

May also provide written or oral legal advice to individual or governmental clients, and draft legal instruments or other written materials carrying legal implication

Appears in court and/or related forums to select juries, present and cross-examine evidence, make legal arguments, and act as an oral advocate

Drafts and files pleadings, answering motions, briefs and responses necessary to conduct litigation and/or proceedings in related forums

Investigate facts giving rise to legal issues, and bring about solutions to their clients legal problems in a variety of forums

Counsels and advises clients within bounds of confidentiality, when applicable, regarding legal issues in all phases of litigation

Identifies, locates, and prepares witnesses to present testimony effectively in court or related forums

Identifies and prepares non-testimonial forms of evidence for use in court and related forums

Conducts and/or supervises investigations and/or civil and criminal discovery proceedings

Drafts legal instruments and various documents with legal implications

Negotiates with others to settle litigation or other contested matters or to assist in solving problems with legal implications

Develops knowledge and expertise in applicable area of law to keep pace with constant developments and to impart this knowledge and skills to others in various settings

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years experience as a licensed attorney

Juris Doctorate (JD) degree

Licensed to practice law in the State of Texas and be a member in good standing of the State Bar of Texas

Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Ability to work efficiently and effectively in high-pressure situations

Ability to communicate effectively

Able to handle all stressful situations with an even temperament and work effectively with others in achievement of tasks

Possess advanced professional level of analytical ability and be very well versed in the art of being diplomatic and tactful in addition to the use of good judgment and common sense

Must be computer literate

Knowledge of all applicable laws and procedures

Must have good working knowledge and understanding of penal statutes and code of criminal procedures as well as case holdings and departmental policies

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

2:18 PM

Agency Name: Hidalgo County
Grant/App: 2537805
Start Date: 9/1/2015
Project Title: Border Prosecution Unit
Status: Pending AO Acceptance of Award [VENDOR HOLD]
End Date: 8/31/2016
Fund Source: BP-Border Prosecution Unit
Current Grant Manager: Debbie Jacaman
Current Program Manager: Arturo Mendez
Liquidation Date:
CFDA: NONE

General Information and Instructions

View Introduction

View Certification and Assurances

View Instructions

Statement of Grant Award (SOGA)

The Statement of Grant Award is your official notice of award from the Governor's Homeland Security Grants Division (HSGD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grant Management Standards (UGMS) that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grantee Responsibilities Memo, the Comprehensive Certifications and Assurance Form, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2537805	**Award Amount:**	$355,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2015 - 08/31/2016	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2016	**Total Project Cost:**	$355,000.00
Program Fund:	BP-Border Prosecution Unit		
Grantee Name:	Hidalgo County		
Project Title:	Border Prosecution Unit		
Grant Manager:	Debbie Jacaman		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2016-BP-ST-0018
Total Federal Award/State Funds Appropriated:	$4,500,000.00
Pass Thru Entity Name:	Texas Office of the Governor - Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	To support members of the Border Prosecution Unit in prosecuting border crime.

Grant Award Documents

Congratulatory Letter and Instructions

Grantee Responsibilities Memo

Certifications and Assurances

List of Application Errors and Incomplete Information

Item(s) that Need to be Resolved	Tab Name

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Other Condition of Funding. Each member of the Border Prosecution Unit (BPU) must enter into a Memorandum of Understanding (MOU) with the Office of the Governor to collaborate and cooperate in the prosecution of border crime by December 31, 2015.	10/16/2015		☐	☐

Accept Decline

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Subrecipient Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Aimee Snoddy
Director
Homeland Security Grants Division

COMPREHENSIVE CERTIFICATION AND ASSURANCES

The applicant must assure and certify compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR 200; the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. ***By accepting the grant award in eGrants, the subrecipient certifies and assures that it complies and will continue to comply with the following:***

1. **LEGAL AUTHORITY** - It possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
2. **DISPLACED PERSONS** - It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provide for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
3. **POLITICAL ACTIVITY** – It will comply with provisions of Federal law which limit certain political activities of employees of State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC § 1501, et seq.)
4. **FAIR LABOR STANDARDS ACT** - It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 USC §§ 201 - 219) if applicable.
5. **CONFLICT OF INTEREST** - It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. It will comply with Texas Government Code, Section 572, Employment of Former State Officer or Employee of State Agency.
6. **COMPLIANCE REVIEW OR INVESTIGATIONS** – It will cooperate with any compliance review or complaint investigation conducted by the Federal sponsoring agency or the Office of the Governor.
7. **EXAMINATION OF RECORDS** - It will give the sponsoring agency, the Office of the Governor, the State Auditor's Office, or the Comptroller General, through any authorized representative, access to and the right to audit, examine and copy all records, books, papers, or documents related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through subrecipient and the requirement to cooperate is included in any subcontract it awards related to this grant.
8. **REPORTING** – It will submit timely, complete, and accurate reports to the Federal sponsoring agency or Office of the Governor and maintain appropriate backup documentation to support the reports.
9. **COMPLIANCE WITH REQUIREMENTS** - It will comply with all requirements imposed by the Federal sponsoring agency, the Office of the Governor, or the Comptroller General, concerning special requirements of law, program requirements, special reporting, data collection, evaluation requirements, and other administrative requirements.
10. **EPA VIOLATING FACILITIES** - It will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of the project, are not listed in the Environmental Protection Agency's (EPAs) list of Violating Facilities, and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
11. **FLOOD INSURANCE** - It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (50 USC § 4001), which states that, on or after March 2, 1975, communities must purchase flood insurance, where such insurance is available in those communities. This requirement is a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
12. **HISTORIC PRESERVATION** - It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 USC § 470), Executive Order 11593 (identification and protection of historic properties), Archeological and Historical Preservation Act of 1974 (16 USC § 469a-1, et seq.), by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
13. **NATIONAL ENVIRONMENTAL POLICY ACT** – It will assist the federal grantor agency in its compliance with the National Environmental Policy Act of 1969 (P.L. 91-190, 42 USC 4321-4347, January 1, 1970, 83 Stat. 852) as amended by P.L. 94-52, July 3, 1975, 89 Stat. 258, and P.L. 94-83, August 9, 1975, 89 Stat. 424), by (a) identifying if any of the following activities will be related to the use of grant funds: (1) new construction; (2) minor renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places or located within a 100-year flood plain; (3) a renovation, lease or any proposed use of a building or facility that will either result in a change in its basic prior use or significantly change its size; and (4) implementation of a new program involving the use of chemicals other than chemicals that are purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational, or education environments; and (b) by complying with the following conditions relating to

clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories: (1) provide medical screening of personnel assigned or to be assigned by the subrecipient to the seizure or closure of clandestine methamphetamine laboratories; (2) provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories; (3) as determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment; (4) assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory; (5) utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory; (6) dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities; (7) monitor the transport, disposal, and recycling components of subsections numbered (5) and (6), immediately above, in order to ensure proper compliance; (8) have in place and/or implement any required written agreements with the Texas Department of Protective and Regulatory Services regarding the safety of any minors located at the clandestine laboratory site, the Texas Commission for Environmental Quality, and other entities deemed necessary by the State Administrative Agency.

14. **NONDISCRIMINATION** –
    A. It will comply with all State and Federal statutes relating to nondiscrimination and ensure, in accordance with federal civil rights laws, that the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
    B. It will comply, and all its contractors will comply, with the nondiscrimination requirements which may include the Civil Rights Act of 1964 (42 USC § 2000d); the Civil Rights Act of 1968 (42 USC § 3601 et seq.); the Rehabilitation Act of 1973 (29 USC § 794); the Americans With Disabilities Act (ADA) of 1990 (42 USC § 12131-34); the Education Amendments of 1972 (USC §§ 1681, 1683, 1685-86); Title IX of the Education Amendments of 1972 (Equal Employment in Education Act) (20 USC § 1681 et seq.); the Age Discrimination Act of 1975 (42 USC §§ 6101-07); Titles I, II and III of the Americans with Disabilities Act; the Drug Abuse and Treatment Act of 1972 (PL 92-255); the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (PL 91-616); Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290dd-3 and 290ee-3); and 28 CFR 38 (Equal Treatment for Faith-Based Organizations); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations).
    C. If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the U.S. Department of Homeland Security (DHS) awarding office and the DHS Office of Civil Rights and Civil Liberties.
    D. In the event of any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
15. **LIMITED ENGLISH PROFICIENCY**- It will comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, subrecipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a subrecipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
16. **ACTIVITIES CONDUCTED ABROAD** – It will ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
17. **PERSONALLY IDENTIFIABLE INFORMATION (PII)** – If subrecipient collects PII it will have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.
18. **COPYRIGHT** – It will affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g. classified information or other information subject to national security or export control laws or regulations.)
19. **DEBARMENT AND SUSPENSION** – It will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties

declared ineligible under statutory or regulatory authority other than Executive Order 12549. The subrecipient certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

20. **DUPLICATION OF BENEFITS** – It will comply with 2 CFR 200.405, which provides that any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.
21. **ENERGY POLICY AND CONSERVATION ACT** – It will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.
22. **FALSE CLAIMS ACT AND PROGRAM FRAUD CIVIL REMEDIES** – It will comply with the requirements of 31 USC § 3729 which set forth that no subrecipient of federal payments shall submit a false claim for payment. See also 38 USC § 3801-3812 which details the administrative remedies for false claims and statements made.
23. **FEDERAL DEBT STATUS** – It is non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.
24. **FLY AMERICA ACT OF 1974** – It will comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 42 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.
25. **HOTEL AND MOTEL FIRE SAFETY ACT OF 1990** – In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990,* 15 USC § 2225a, it will ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974, as amended,* 15 USC §2225.
26. **PATENTS AND INTELLECTUAL PROPERTY RIGHTS** – Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, PL No 96-517, as amended, and codified in 35 USC § 200 et seq. It will comply with the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 CFR Part 401) and the standard patent rights clause in 37 CFR § 401.14.
27. **PROCUREMENT OF RECOVERED MATERIALS** – It will comply with Section 6002 of the Solid Waste Disposal acts amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the hi9ghest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
28. **SAFECOM** – If emergency communications equipment is provided under the grant, it will comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
29. **TERRORIST FINANCING E.O. 13224** – It will comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.
30. **TRAFFICKING VICTIMS PROTECTION ACT OF 2000** – It will comply with the requirements of the government-wide award term which implements Section 106 (g) of the *Trafficking Victims Protection Act (TVPA) of 2000,* as amended (22 USC § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, *Federal Register,* Volume 72, No. 218, November 13, 2007. Full text of the award term is provided at 2 CFR § 175.15.
31. **UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)** – It will maintain the currency of the information in the SAM until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
32. **USA PATRIOT ACT OF 2001** – It will comply with the requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 USC §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.
33. **USE OF DHS SEAL, LOGO AND FLAGS** – It will obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
34. **WHISTLEBLOWER PROTECTION ACT** – It will comply with the statutory requirements for whistleblower protections (if applicable) at 10 USC 2409, 41 USC 4712, 10 USC 2324, and 41 USC 4304 and 4310.
35. **PROTECTION OF HUMAN SUBJECTS** – It will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that subrecipients comply with applicable provisions/law for the protection of human subjects for purposes of research. It will comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners

(Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

36. **COASTAL BARRIERS** - It will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
37. **SUPPLANTING PROHIBITION** - It will use funds to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. The applicant understands that potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this Program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.
38. **TAXES** – It will comply with all State and Federal laws and are solely responsible for filing all required State and Federal tax forms.
39. **GRANT ADMINISTRATION** - It will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant, including these standard assurances, are met.
40. **PUBLIC INFORMATION** - It will ensure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
41. **CHILD SUPPORT PAYMENTS** – It will comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
42. **SUSPECTED CHILD ABUSE** - It will comply with Section 261.101 of the Texas Family Code, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. It will also ensure that all program personnel are properly trained and aware of this requirement.
43. **RELATIVES** - It will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body, or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
44. **OPEN MEETINGS** - If the applicant is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically excluded in the Texas Constitution.
45. **HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY** - If the applicant is a health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
46. **HIV/AIDS WORKPLACE GUIDELINES** – It will adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.
47. **LAW ENFORCEMENT AGENCY** - If the applicant is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it will not expend any grant funds for this grant unless it is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.
48. **POLITICAL POLLING PROHIBITED** – It will not subgrant to any entity or expend funds for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
49. **LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT** - Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:
    a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
    b. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
    c. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
    d. Texas General Appropriations Act, Art. IX, Section 6.13, which requires subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
    e. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if subrecipient timely completes and files its reports.
50. **EQUAL EMPLOYMENT OPPORTUNITY**- It will comply with the requirement that except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
51. **DAVIS-BACON ACT** – It will comply with the *Davis-Bacon Act*, as amended (40 U.S.C. 3141-3148) that states when required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by subrecipients

must include a provision for compliance with the *Davis-Bacon Act* (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The subrecipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The subrecipient must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the *Copeland "Anti-Kickback" Act* (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 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"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The subrecipient must report all suspected or reported violations to the Federal awarding agency.

52. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** - Where applicable, it will comply with the requirement that all contracts awarded by the subrecipient in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
53. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," it will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
54. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT** – If subrecipient receives grants in excess of $150,000, it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
55. **TEXAS PUBLIC INFORMATION ACT; CONFIDENTIAL INFORMATION** - It acknowledges that the State, OOG, and this grant are subject to the Texas Public Information Act, Texas Government Code Chapter 552, (the "PIA"). Subrecipient acknowledges that the OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. The subrecipient acknowledges that information created or exchanged in connection with this grant is subject to the PIA, and subrecipient agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to the OOG or State. The subrecipient will cooperate with OOG in the production of documents or information responsive to a request for information. Information provided by or on behalf of subrecipient under, pursuant to, or in connection with this grant that the subrecipient considers proprietary, financial, or trade secret information (collectively "Confidential Information") shall be designated as such when it is provided to OOG or State or any other entity in accordance with this grant. OOG agrees to notify subrecipient in writing within a reasonable time from receipt of a request for information covering subrecipient's Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General. The subrecipient agrees to maintain the confidentiality of information received from the OOG or State during the performance of this grant, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers. Subrecipient will notify OOG within twenty-four (24) hours of receipt of any third party requests for information that was provided to the subrecipient by the OOG or the State.
56. **FUNDING LIMITATION** - It agrees that nothing in this grant will be interpreted to create an obligation or liability of the OOG in excess of the funds delineated in this grant. Subrecipient agrees that funding for this grant is subject to the actual receipt by the OOG of grant funds appropriated to the OOG. Subrecipient agrees that the grant funds, if any, received from the OOG may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OOG for the purpose of this grant. Subrecipient agrees that notwithstanding any other provision of this grant, if the OOG is not appropriated the funds or if the OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, the OOG is not liable to pay the subrecipient any remaining balance on this grant.
57. **NO WAIVER OF SOVEREIGN IMMUNITY** - It agree that no provision of this grant is in any way intended to constitute a waiver by the OOG, its officers, employees, agents, or contractors or the State of Texas of any immunities from suit or from liability that the OOG or the State of Texas may have by operation of law.
58. **INDEPENDENT CONTRACTOR STATUS** - It agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of subrecipient be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is not a "governmental body" by virtue of receipt of grant funds under this Contract. Likewise, the persons identified by subrecipient as meeting the Created Job Target or Baseline are not state employees by virtue of this Contract. All persons furnished, used, retained, or hired by or on behalf of subrecipient or any of subrecipient's contractors shall be

considered to be solely the employees or agents of subrecipient or subrecipient's contractors. Subrecipient or subrecipient's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law. Subrecipient agrees to take such steps as may be necessary to ensure that each contractor of subrecipient will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is responsible for all types of claims whatsoever due to actions or performance under this Contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

59. **GOVERNING LAW; VENUE** –This Contract is made and entered into in the State of Texas. This Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements. Except where state law establishes mandatory venue, subrecipient agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. Subrecipient hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that subrecipient is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.
60. **COMPLIANCE WITH LICENSING, PERMITTING AND REGULATORY BODIES** - Subrecipient certifies that it has obtained all licenses, certifications, permits and authorizations necessary to perform its obligations under this Contract, without costs to the OOG. Subrecipient shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Contract. Subrecipient certifies that it currently is in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of subrecipient's business or operations. Subrecipient agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.
61. **CHAPTER 2260 OF THE TEXAS GOVERNMENT CODE** – Subrecipient agrees the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Parties to attempt to resolve any claim for breach of this Contract made by subrecipient. Subrecipient's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, subrecipient shall submit written notice to the OOG's contact. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. Compliance by subrecipient with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code. The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is subrecipient's sole and exclusive process for seeking a remedy for any and all alleged breaches of this Contract by the OOG if the Parties are unable to otherwise informally resolve their disputes. Compliance with the contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of this Contract by OOG nor any other conduct of any representative of OOG relating to this Contract shall be considered a waiver of sovereign immunity. The submission, processing, and resolution of subrecipient's claim is governed by the OOG's published rules, if any. If no OOG rules have been published, then Title 1, Chapter 155 of the Texas Administrative Code, shall govern.
62. **INDEMNITY AND HOLD HARMLESS -** SUBRECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE OOG, THE STATE OF TEXAS AND ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS OR SUITS WHATSOEVER, INCLUDING ANY LITIGATION COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN SUBRECIPIENT'S PERFORMANCE UNDER THIS GRANT. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH OOG AND THE OFFICE OF THE ATTORNEY GENERAL WHEN THE OOG, THE STATE OF TEXAS OR ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS AND/OR DESIGNEES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OOG AND THE OFFICE OF THE ATTORNEY GENERAL. SUBRECIPIENT AND THE OOG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIMS.
63. **DRUG-FREE WORKPLACE** – It will comply with drug-free workplace requirements in Subpart B of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).
64. **LOBBYING** – The applicant certifies that:
    a. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of the Governor's Office.
    b. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Governor's Office to obtain the appropriate disclosure form.
    c. It will comply with 31 USC § 1352, as applicable, which provides that none of the funds provided under an award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal,
    d. It will include the language of paragraphs A., B. and C. of this Section in the award documents for all sub-awards at all tiers and will require all subrecipients to certify accordingly.

GOVERNOR GREG ABBOTT

To: HSGD Grant Recipient
From: Aimee Snoddy, Director Homeland Security Grants Division
Contact: (512) 463-1919
Reference: Subrecipient Responsibilities

Congratulations on your grant award from Governor Greg Abbott's Homeland Security Grants Division (HSGD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at https://eGrants.gov.texas.gov.

SECTION I: APPLICABLE TO ALL HSGD SUBRECIPIENTS

Requirements for Grants - Subrecipients shall comply with all applicable federal, state, and local laws and regulations applicable to this Grant including but not limited those noted as standard Comprehensive Certifications and Assurances (See Attachment A); 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grants Management Standards (UGMS) available at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. HSGD reserves the right to add additional responsibilities and requirements, with or without advance notice to subrecipients.

Performance Standards – The subrecipient shall perform all activities entered into eGrants which are approved by HSGD. In the event the subrecipient fails to implement the activities approved by HSGD or comply with any provision of this Grant, the subrecipient may be liable to HSGD for an amount not to exceed the award amount and may be prohibited from applying for or receiving additional funds for other grant programs administered by the Governor's Office until repayment to HSGD is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant.

Performance Period - The performance period for this Grant is listed on the Statement of Grant Award. All goods must be obligated and all services must be received within the performance period. HSGD will not be obligated to reimburse expenses incurred after the performance period.

Liquidation Period - The liquidation date is 90 calendar days after the grant end date, unless otherwise noted in the original grant award or a grant adjustment. Funds **not** obligated by the end of the grant period and **not** expended by the liquidation date will revert to HSGD.

Financial Reporting – Financial Status Reports must be submitted to HSGD via eGrants. Financial status reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter regardless of when the Grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to HSGD on or before the grant liquidation date or funds will lapse and HSGD will provide them as grants to others who need the funding.

Close Out – HSGD will close-out the grant award when it determines that all applicable administrative actions and all required work of the Grant have been completed by the subrecipient.

- The subrecipient must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. Submission of the final Financial Status Report will initiate grant close out with HSGD.
- The subrecipient must promptly refund any balances of unobligated cash that the HSGD paid in advance or paid and that are not authorized to be retained by the subrecipient for use in other projects.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports or through Advance Payment Requests. Upon HSGD approval of the Financial Status Report or Advance Payment Request, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income (GPI) – Any income generated as a direct result of the grant activities must be reported to HSGD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to seeking payments from HSGD and must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by HSGD.

Project Changes – Subrecipients may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Property Management and Inventory - Equipment purchased with grant funds must be used for the purpose of the Grant and as approved by HSGD. An inventory report must be kept on file

containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

- At least every two (2) years, subrecipients must take a physical inventory and reconcile the results with property records.
- Subrecipients must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- Subrecipients must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.
- The subrecipient must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 C.F.R. 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the subrecipient, according to the requirements listed herein, and provided to HSGD upon request, if applicable.
- When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA or HSGD, you must make proper disposition of the equipment pursuant to 2 C.F.R. 200.313 and/or the Uniform Grant Management Standards (UGMS), as applicable.

Fidelity Bond – Each nonprofit corporation receiving funds from HSGD must obtain and have on file a blanket fidelity bond that indemnifies HSGD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the HSGD grant period.

Required Notifications – Subrecipients must immediately notify HSGD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Subrecipients must notify the local prosecutor's office of any possible criminal violations. Subrecipients must immediately notify HSGD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the subrecipient must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to HSGD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a subrecipient based on race, color, national origin, sex, age, or handicap, the subrecipient agrees to immediately forward a copy of the judgment or order to HSGD.

Project Effectiveness – Subrecipients should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Subrecipients must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Subrecipients must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by HSGD, or its designee. To remain eligible for funding, the subrecipient must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Subrecipients must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any time. The subrecipient must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

For Fiscal Years Beginning Before December 26, 2014 Subrecipients expending over $500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at http://www.whitehouse.gov/omb/circulars/index.html and the State Single Audit Circular issued under UGMS at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier.

For Fiscal Years Beginning On or After December 26, 2014 Subrecipients expending over $750,000 in state or federal grant funds during the fiscal year are subject to 2 CFR, Part 200, Subpart F – Audit Requirements http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and the State Single Audit Circular issued under UGMS at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the Subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the Grant, and civil or criminal penalties. Refer to the Guide to Grants at https://eGrants.gov.texas.gov/updates.aspx for additional information on supplanting.

Conflict of Interest – Subrecipients should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Subrecipients must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

- When contractual or equipment procurement is anticipated to be in excess of $150,000, subrecipients must submit a Procurement Questionnaire https://eGrants.gov.texas.gov/updates.aspx to HSGD for approval prior to procurement. Subrecipients must ensure these contracts address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- When contractual or equipment procurement is anticipated to be in excess of $10,000, subrecipients must address termination for cause and for convenience by the subrecipient including the manner by which it will be effected and the basis for settlement.
- Prior to contracting with any vendor or subawardee using funds awarded under this Grant, subrecipients must determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and shall confirm the vendor/subawardee does not have any active "Exclusions" by reviewing the vendor/subawardee entity information at https://www.sam.gov/portal/public/SAM/.

Travel – Subrecipients must follow their established policies and good fiscal stewardship related to travel expenses. If the subrecipient does not have established policies regarding in-state and out-of-state travel, the subrecipient must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from HSGD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal History Reporting - Entities receiving funds from HSGD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

Limited English Proficiency – Subrecipients must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.lep.gov.

Law Enforcement Programs – Law enforcement programs receiving funds from HSGD must be in compliance with all rules developed by the Texas Commission on Law Enforcement.

Automated License Plate Readers - Subrecipients requesting funds for Automated License Plate Readers (ALPR) must have a written policy regarding use of the ALPR and related data

retention. Subrecipients also must enter into a User Agreement with the Texas Department of Public Safety (DPS), Crime Records Division to gain access to the Texas Automated License Plate Reader (LPR) Database so that data may be shared among all participating local, state, and federal agencies. DPS Crime Records Division will provide written certification of your jurisdiction's participation upon request. Please provide HSGD with a copy of the certification received from DPS Crime Records Division.

28 C.F.R. Part 23 Guidance - Any information technology system funded or supported by these funds must comply with 28 C.F.R. Part 23, *Criminal Intelligence Systems Operating Policies.*

National Information Exchange Model (NIEM) – Subrecipients must use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language (XML) when using HSGP funds to develop, procure, or implement homeland security information exchanges including systems and databases. Further information about NIEM specifications and guidelines is available at http://www.niem.gov.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the HSGD approved budget, the subrecipient agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a subrecipient agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the subrecipient agency.

Cancellation for Awards - Subrecipients must take reasonable steps to commence project activities upon receiving notice of a grant award:

> **Commencement Within 60 Days.** If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must report by letter to HSGD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.
>
> **Commencement Within 90 Days.** If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must submit a second statement to HSGD explaining the implementation delay. Upon receipt of the 90-day letter, HSGD may cancel the project and redistribute the funds to other project areas. HSGD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Subrecipients must immediately notify and provide a copy to HSGD of any Public Information Request received by the agency related to this Grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant funds may not be used to influence the payment, loan, or gift to a person or political organization for a political purpose, or to influence the passage or defeat of legislation.
- Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.
- Subrecipients must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Retention and Accessibility of Records - Subrecipients must maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant 2 CFR 200.333, UGMS, and this Grant.

- Subrecipients must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.
- Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
- DHS or HSGD may direct a subrecipient to retain documents for longer periods of time or to transfer certain records to DHS or HSGD custody when DHS or HSGD determines that the records possess long term retention value.
- Subrecipients must give the DHS, the Comptroller General of the United States, the Texas State Auditor's Office, HSGD, or any of their duly authorized representatives,

access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by subrecipient pertaining to this Grant including records concerning the past use of grant funds. Such rights to access shall continue as long as the records are maintained.

- Subrecipients must include the substance of this Section in all subcontracts.
- Subrecipients must complete, deliver to the appropriate source, and retain copies of all after-action reports and certificates of completion for all training and exercises paid for by this Grant.

SECTION II: APPLICABLE TO ALL FEDERALLY FUNDED SUBRECIPIENTS

Federal Notice of Funding Opportunity - All allocations and use of funds under this Grant shall be in accordance with the applicable federal Notice of Funding Opportunity (NOFO) for the Federal Grant Title specified on this Grant.

Acknowledgement of Federal Funding from DHS – All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing project programs funded in whole or in part with Federal funds from the U.S. Department of Homeland Security (DHS).

Emergency Management Plan - During the performance period of this Grant, subrecipients must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in subrecipient's plan, the subrecipient shall correct deficiencies within 60 calendar days of receiving notice of such deficiencies from TDEM.

Mutual Aid Agreement – During the performance period of this Grant the subrecipient must participate in a legally-adopted county and/or regional mutual aid agreement.

National Incident Management System (NIMS) – During the performance period of this Grant, the subrecipient must implement the NIMS in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at http://www.fema.gov/national-incident-management-system.

Texas Regional Response Network (TRRN) – Subrecipients must be registered users of the TRRN (or other response asset inventory management system specified by HSGD) and shall enter any deployable equipment with a cost of $5,000 or more, purchased with Homeland Security Grant funds into the TRRN (https://www.trrn.state.tx.us).

Environmental and Historical Review – Subrecipients must assess federally funded projects for potential impact to environmental resources and historic properties and submit any required screening form(s) as soon as possible within the deadlines established by HSGD. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.

Subrecipients must include sufficient review time to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and HSGD will not authorize or release grant funds for non-compliant projects.

- As soon as possible upon receiving this Grant, the subrecipient must provide information to HSGD to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to HSGD for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipients must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances. See FEMA Information Bulletin 329.
- Subrecipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings. Subrecipients must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. The subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered the subrecipient must immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Management and Administration - If this Grant includes funds for management and administration (M&A), the subrecipient must comply with all applicable requirements and limitations with respect to M&A. The subrecipient's M&A shall not exceed 5% of their total project(s).

Personnel Cap - Up to fifty percent (50%) of all federal Homeland Security Grant Program (HSGP) awards may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, use of HSGP funding to pay for staff and/or contractor regular time or overtime/backfill, among other items, are considered personnel-related costs. Subrecipients may request a waiver to the 50% personnel cap by submitting a waiver request through its respective regional council or urban area working group to HSGD at eGrants@gov.texas.gov. Requests for waivers shall be submitted on official subrecipient letterhead and be signed by the subrecipient's authorized official. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

SECTION III: APPLICABLE TO FEDERALLY FUNDED OPSG SUBRECIPIENTS:

Subrecipients receiving Operation Stonegarden (OPSG) funds are prohibited from obligating or expending OPSG funds provided through this Grant until each unique, specific, or modified county level, tribal or equivalent Operations Order or Fragmentary Order has been reviewed and

approved by official notification by FEMA and Customs and Border Protection/Border Patrol (CBP/BP). Each Operations Order will be transferred via the secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ in Washington, D.C., for review and pre-approval for Operational continuity, then forwarded to FEMA GPD/OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to HSGD and CBP/BP HQ in Washington, D.C.

- Subrecipients shall develop and submit required operational documents through the border area's Integrated Planning Team.
- Subrecipients shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout the grant performance period.
- Subrecipients intending to spend more than 50 percent of their award on overtime over the course of the performance period, must submit an overtime waiver request through the Integrated Planning Team.
- Subrecipients shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
- Subrecipients shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and HSGD has issued an Award or Grant Adjustment Notice (GAN) to the jurisdiction.

SECTION IV: REMEDIES FOR NON-COMPLIANCE

If any subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, HSGD may take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency or more severe enforcement action by HSGD;
- Disallow or deny use of funds for all or part of the cost of the activity or action not in compliance;
- Wholly or partially suspend or terminate this Grant;
- Withhold further awards; or
- Take other remedies that may be legally available.

Subrecipient costs resulting from obligations incurred during a suspension or after termination of this Grant are not allowable unless HSGD expressly authorizes them in the notice of suspension or termination or subsequently.

DATE: October 20, 2015

DEPARTMENT HEAD: Ricardo Rodriguez

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 5-1281-412-00-080-012-6-XXX CJD-BPU (Border Prosecition Unit)

Contact Person: Ramiro Sendejo **Ph#:** 292-7604

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
5-1281-412-00-080-012-6-113	CJD-BPU-REG F/T EMPLOYEES	236,878.52
5-1281-412-00-080-012-6-115	CJD-BPU-LONGEVITY PAY	9,120.00
5-1281-412-00-080-012-6-211	CJD-BPU-HEALTH INSURANCE	18,504.00
5-1281-412-00-080-012-6-212	CJD-BPU-LIFE INSURANCE	112.68
5-1281-412-00-080-012-6-220	CJD-BPU-FICA	18,121.20
5-1281-412-00-080-012-6-230	CJD-BPU-RETIREMENT	25,014.36
5-1281-412-00-080-012-6-250	CJD-BPU-UNEMPLOYMENT COMP	1,421.28
5-1281-412-00-080-012-6-260	CJD-BPU-WORKERS COMP	419.49
5-1281-412-00-080-012-6-532	CJD-BPU-WIRELESS DEVICES	4,200.00
5-1281-412-00-080-012-6-581	CJD-BPU-TRAVEL IN COUNTY	1,000.00
5-1281-412-00-080-012-6-583	CJD-BPU-TRAVEL OUT OF COUNTY	12,419.47
5-1281-412-00-080-012-6-584	CJD-BPU-REGISTRATION FEES	1,000.00
5-1281-412-00-080-012-6-610	CJD-BPU-GENERAL SUPPLIES	8,170.00
5-1281-412-00-080-012-6-626	CJD-BPU-GASOLINE/DIESEL	15,000.00
5-1281-412-00-080-012-6-660	CJD-BPU-FURNISHINGS AND EQUIPMENT	3,619.00
5-1281-334-10-080-012-6-000	CJD - BPU/Revenue	355,000.00
	TOTAL BUDGET INCREASE (DECREASE)	355,000.00

REASON: To appropriate the FY2016 BPU grant budget. Funding from September 1, 2015 - August 31, 2016.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

DATE: November 6, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2015
Appropriation
AI-51889

DEPARTMENT NAME: Department of Budget & Management for **DA Investigation HB65**

ACCOUNT NUMBER: 5-1223-412-00-080-007-0-XXX

Contact Person: Patricia Ramos Ph#: (956) 292-7025 ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
5-1223-412-00-080-007-0- 118	DA Investigation HB65-	Auto Allowance	900.00
	TOTAL BUDGET INCREASE (DECREASE)		**900.00**

REASON: To appropriate funding for auto allowance for Assistant District Attorney III slot no. A140.
Monies to be taken from the unassigned fund balance for Fund 1223 (Acct # 5-1223-258-00-000-000-0-000).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, November 10, 2015 Agenda Item: 51889

Summary of request/proposal:
CJD-BPU (1281)-
Approval of the following personnel action, effective 9/1/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1281	ASSISTANT DISTRICT ATTORNEY III	G005	113	0.00	79,469.45	79,469.45
				0.00	79,469.45	79,469.45

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1281-412-00-080-012-5-	113	CJD-BPU	REGULAR FULL TIME	$26,794.30
5-1281-412-00-080-012-5-	211	CJD-BPU	HEALTH INSURANCE	$1,998.71
5-1281-412-00-080-012-5-	212	CJD-BPU	LIFE INSURANCE	$12.66
5-1281-412-00-080-012-5-	220	CJD-BPU	FICA	$2,049.76
5-1281-412-00-080-012-5-	230	CJD-BPU	RETIREMENT	$2,848.23
5-1281-412-00-080-012-5-	250	CJD-BPU	UNEMPLOYMENT COMP	$160.77
5-1281-412-00-080-012-5-	260	CJD-BPU	WORKER'S COMP	$835.98
			2015 Budgetary Impact	$34,700.41

2016 Budgetary Impact: $68,735.10

Possible Funding Sources: Within Department's Budget

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, November 10, 2015 Agenda Item: 51889

Summary of request/proposal:
DA INVESTIGATION HB65 (1223)-
Approval of the following personnel action, effective 9/1/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1223	ASSISTANT DISTRICT ATTORNEY III (auto allowance)	A140	118	0.00	900.00	900.00
				0.00	900.00	900.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1223-412-00-080-007-0-	118	DA INVESTIGATION HB65-	AUTO ALLOWANCE	$303.45
5-1223-412-00-080-007-0-	211	DA INVESTIGATION HB65-	HEALTH INSURANCE	$1,998.71
5-1223-412-00-080-007-0-	212	DA INVESTIGATION HB65-	LIFE INSURANCE	$12.66
5-1223-412-00-080-007-0-	220	DA INVESTIGATION HB65-	FICA	$23.21
5-1223-412-00-080-007-0-	230	DA INVESTIGATION HB65-	RETIREMENT	$32.26
5-1223-412-00-080-007-0-	250	DA INVESTIGATION HB65-	UNEMPLOYMENT COMP	$1.82
5-1223-412-00-080-007-0-	260	DA INVESTIGATION HB65-	WORKER'S COMP	$0.33
			2015 Budgetary Impact	$2,372.44

2016 Budgetary Impact: $4,850.56

Possible Funding Sources: HB65 FUND BALANCE

Comments:

Hidalgo Co. Budget Office
2/3/2005

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

November 4, 2015

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Office of the Governor-Criminal Justice Division. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$355,000.00	Award No. 2016-BP-ST-0018 Border Prosecution Unit

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor
Ray Eufracio, CPA
Hidalgo County Auditor

11/9/15
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-51889 **District Attorney 7. A.**
CC - REGULAR
Meeting Date: 11/10/2015
Submitted For: Ramiro Sendejo, DISTRICT ATTORNEY
Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY
Department: DISTRICT ATTORNEY

Information

CAPTION
DA-Border Prosecution Unit Grant (BPU) (1281):
1. Approval to accept the Border Prosecution Unit Grant in the amount of $355,000.00, effective 09/01/2015 through 08/31/2016.
2. Approval of certification of revenues as certified by the County Auditor for the FY 2016 Border Prosecution Unit grant funds.
3. Approval to appropriate the FY 2016 Border Prosecution Unit grant funds.
4. Approval to appropriate HB65 funds.
5. Approval to create the following position:

Slot#	Dept/Program	Position Title	Proposed Salary/Allowance
G005	080-012	Assistant District Attorney III	$79,469.45
A140	080-007		$900.00

6. Approval to revise the salary schedule in accordance with Commissioners Court approval.

BACKGROUND
Funding is provided by the Office of the Governor Criminal Justice Division. No cash match is required.

Approval to apply was approved by Commissioners' Court on August 18, 2015, Agenda Item #50783 CC-Regular.

Resolution was approved by Commissioners' Court on September 15, 2015, Agenda Item #51327 CC-Regular.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1281-412-00-080-012-6-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
No local Match.

5-1281-334-10-080-012-6-000 CJD - BPU/Revenue

Grant Fiscal Year 2016

Grant #2537805

FISCAL YEAR: 2015 **ACCT. #:** 5-1223-412-00-080-007-0-118

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

BUDGETARY IMPACT:

Appropriation of funds from HB65 Fund Balance.

Attachments

JOB DESCRIPTION
STATEMENT OF SUPPORT
Congratulatory Letter
Certification and Assurances
Grantee Responsibilities Memo
Appropriation
Appropriation
Fiscal Note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/03/2015 11:04 AM
Auditor's Office	Veronica Ortiz	11/06/2015 04:38 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Ramiro Sendejo		Started On: 10/20/2015 10:31 AM
Final Approval Date: 11/06/2015		

DATE: October 20, 2015

DEPARTMENT HEAD: Ricardo Rodriguez

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 5-1281-412-00-080-012-6-XXX CJD-BPU (Border Prosecition Unit)

Contact Person: Ramiro Sendejo **Ph#** 292-7604

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
5-1281-412-00-080-012-6-113	CJD-BPU-REG F/T EMPLOYEES	236,878.52
5-1281-412-00-080-012-6-115	CJD-BPU-LONGEVITY PAY	9,120.00
5-1281-412-00-080-012-6-211	CJD-BPU-HEALTH INSURANCE	18,504.00
5-1281-412-00-080-012-6-212	CJD-BPU-LIFE INSURANCE	112.68
5-1281-412-00-080-012-6-220	CJD-BPU-FICA	18,121.20
5-1281-412-00-080-012-6-230	CJD-BPU-RETIREMENT	25,014.36
5-1281-412-00-080-012-6-250	CJD-BPU-UNEMPLOYMENT COMP	1,421.28
5-1281-412-00-080-012-6-260	CJD-BPU-WORKERS COMP	419.49
5-1281-412-00-080-012-6-532	CJD-BPU-WIRELESS DEVICES	4,200.00
5-1281-412-00-080-012-6-581	CJD-BPU-TRAVEL IN COUNTY	1,000.00
5-1281-412-00-080-012-6-583	CJD-BPU-TRAVEL OUT OF COUNTY	12,419.47
5-1281-412-00-080-012-6-584	CJD-BPU-REGISTRATION FEES	1,000.00
5-1281-412-00-080-012-6-610	CJD-BPU-GENERAL SUPPLIES	8,170.00
5-1281-412-00-080-012-6-626	CJD-BPU-GASOLINE/DIESEL	15,000.00
5-1281-412-00-080-012-6-660	CJD-BPU-R&M SUPP-FURNISHING & EQUIPMENT	3,619.00
5-1281-334-10-080-012-6-000	CJD - BPU/Revenue	355,000.00
	TOTAL BUDGET INCREASE (DECREASE)	355,000.00

REASON: To appropriate the FY2016 BPU grant budget. Funding from September 1, 2015 - August 31, 2016.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

DATE: November 6, 2015

2015
Appropriation
AI-51889

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for DA Investigation HB65

ACCOUNT NUMBER: 5-1223-412-00-080-007-0-XXX

Contact Person: Patricia Ramos Ph#: (956) 292-7025 ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
5-1223-412-00-080-007-0- 118	DA Investigation HB65-	Auto Allowance	900.00
		TOTAL BUDGET INCREASE (DECREASE)	**900.00**

REASON: To appropriate funding for auto allowance for Assistant District Attorney III slot no. A140.
Monies to be taken from the unassigned fund balance for Fund 1223 (Acct # 5-1223-258-00-000-000-0-000).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

Minerva Diaz

From: Ramiro Sendejo [ramiro.sendejo@da.co.hidalgo.tx.us]
Sent: Monday, November 02, 2015 3:15 PM
To: 'Minerva Diaz'
Cc: 'deborah fischer'; 'Rosalinda Cantu'
Subject: CERTIFICATION OF REVENUES - BORDER PROSECUTION UNIT (BPU) GRANT # 2537805
Attachments: SOGA_CongratulatoryLetter_HSGD.pdf; Statement of Grant Award.pdf

Good Afternoon Minerva,

Please process a Certification of Revenue in the amount of $355,000.00 for the BP-Border Prosecution Unit (BPU) grant effective 09/01/2015 thru 08/31/2016. Attached is the Award letter and Statement of Grant Award.

Agenda item #AI-51889 will be presented to Commissioners Court requesting acceptance of these funds. Please note said agenda item was placed for court on November 24, 2015 but has been requested to be moved to November 10, 2015.

If you have any questions please let me know.

Thank You,

Ramiro Sendejo
Accountant
Administration Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner, 5th Floor
Edinburg, TX 78539
(956) 292-7604 ext. 8082
(956) 318-2078 FAX
ramiro.sendejo@da.co.hidalgo.tx.us

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO --------- AND DELETE THE COMMUNICATION.
****

DATE: October 20, 2015

DEPARTMENT HEAD: Ricardo Rodriguez

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 5-1281-412-00-080-012-6-XXX CJD-BPU (Border Prosecition Unit)

Contact Person: Ramiro Sendejo **Ph#** 292-7604

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

Honorable Commissioners' Court of Hidalgo County:

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

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5-1281-412-00-080-012-6-260	CJD-BPU-WORKERS COMP	419.49
5-1281-412-00-080-012-6-532	CJD-BPU-WIRELESS DEVICES	4,400.00
5-1281-412-00-080-012-6-581	CJD-BPU-TRAVEL IN COUNTY	1,000.00
5-1281-412-00-080-012-6-583	CJD-BPU-TRAVEL OUT OF COUNTY	12,419.47
5-1281-412-00-080-012-6-584	CJD-BPU-REGISTRATION FEES	1,000.00
5-1281-412-00-080-012-6-610	CJD-BPU-GENERAL SUPPLIES	7,970.00
5-1281-412-00-080-012-6-626	CJD-BPU-GASOLINE/DIESEL	15,000.00
5-1281-412-00-080-012-6-660	CJD-BPU-R&M SUPP-FURNISHING & EQUIPMENT	3,619.00
5-1281-334-10-080-012-6-000	CJD - BPU/Revenue	355,000.00
	TOTAL BUDGET INCREASE (DECREASE)	355,000.00

REASON: To appropriate the FY2016 BPU grant budget. Funding from September 1, 2015 - August 31, 2016.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

ASSISTANT DISTRICT ATTORNEY III

GENERAL DESCRIPTION

Performs intermediate-level legal work; Work involves prosecuting and defending all manner of civil and criminal matters in various levels of trials and appellate courts and administrative forums. Work under the frequent supervision of higher level attorneys in aneffort to build the knowledge, skills, and expertise necessary for this position.

EXAMPLES OF WORK PERFORMED

Will make decisions and/or counsels with clients, victims, or police concerning the commencement of proceedings in court or related forums

May also provide written or oral legal advice to individual or governmental clients, and draft legal instruments or other written materials carrying legal implication

Appears in court and/or related forums to select juries, present and cross-examine evidence, make legal arguments, and act as an oral advocate

Drafts and files pleadings, answering motions, briefs and responses necessary to conduct litigation and/or proceedings in related forums

Investigate facts giving rise to legal issues, and bring about solutions to their clients legal problems in a variety of forums

Counsels and advises clients within bounds of confidentiality, when applicable, regarding legal issues in all phases of litigation

Identifies, locates, and prepares witnesses to present testimony effectively in court or related forums

Identifies and prepares non-testimonial forms of evidence for use in court and related forums

Conducts and/or supervises investigations and/or civil and criminal discovery proceedings

Drafts legal instruments and various documents with legal implications

Negotiates with others to settle litigation or other contested matters or to assist in solving problems with legal implications

Develops knowledge and expertise in applicable area of law to keep pace with constant developments and to impart this knowledge and skills to others in various settings

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years experience as a licensed attorney

Juris Doctorate (JD) degree

Licensed to practice law in the State of Texas and be a member in good standing of the State Bar of Texas

Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Ability to work efficiently and effectively in high-pressure situations

Ability to communicate effectively

Able to handle all stressful situations with an even temperament and work effectively with others in achievement of tasks

Possess advanced professional level of analytical ability and be very well versed in the art of being diplomatic and tactful in addition to the use of good judgment and common sense

Must be computer literate

Knowledge of all applicable laws and procedures

Must have good working knowledge and understanding of penal statutes and code of criminal procedures as well as case holdings and departmental policies

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Subrecipient Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Aimee Snoddy
Director
Homeland Security Grants Division

2:18 PM

Agency Name: Hidalgo County
Project Title: Border Prosecution Unit
Current Grant Manager: Debbie Jacaman
Grant/App: 2537805
Status: Pending AO Acceptance of Award [VENDOR HOLD]
Current Program Manager: Arturo Mendez
Start Date: 9/1/2015
End Date: 8/31/2016
Liquidation Date:
CFDA: NONE
Fund Source: BP-Border Prosecution Unit

General Information and Instructions

View Introduction

View Certification and Assurances

View Instructions

Statement of Grant Award (SOGA)

The Statement of Grant Award is your official notice of award from the Governor's Homeland Security Grants Division (HSGD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grant Management Standards (UGMS) that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grantee Responsibilities Memo, the Comprehensive Certifications and Assurance Form, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2537805	**Award Amount:**	$355,000.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2015 - 08/31/2016	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2016	**Total Project Cost:**	$355,000.00
Program Fund:	BP-Border Prosecution Unit		
Grantee Name:	Hidalgo County		
Project Title:	Border Prosecution Unit		
Grant Manager:	Debbie Jacaman		
DUNS Number:	103110834		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2016-BP-ST-0018
Total Federal Award/State Funds Appropriated:	$4,500,000.00
Pass Thru Entity Name:	Texas Office of the Governor - Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	To support members of the Border Prosecution Unit in prosecuting border crime.

Grant Award Documents

Congratulatory Letter and Instructions

Grantee Responsibilities Memo

Certifications and Assurances

List of Application Errors and Incomplete Information

Item(s) that Need to be Resolved	Tab Name

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Other Condition of Funding. Each member of the Border Prosecution Unit (BPU) must enter into a Memorandum of Understanding (MOU) with the Office of the Governor to collaborate and cooperate in the prosecution of border crime by December 31, 2015.	10/16/2015		☐	☐

Accept Decline

COMPREHENSIVE CERTIFICATION AND ASSURANCES

The applicant must assure and certify compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR 200; the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. ***By accepting the grant award in eGrants, the subrecipient certifies and assures that it complies and will continue to comply with the following:***

1. **LEGAL AUTHORITY** - It possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
2. **DISPLACED PERSONS** - It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provide for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
3. **POLITICAL ACTIVITY** – It will comply with provisions of Federal law which limit certain political activities of employees of State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC § 1501, et seq.)
4. **FAIR LABOR STANDARDS ACT** - It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 USC §§ 201 - 219) if applicable.
5. **CONFLICT OF INTEREST** - It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. It will comply with Texas Government Code, Section 572, Employment of Former State Officer or Employee of State Agency.
6. **COMPLIANCE REVIEW OR INVESTIGATIONS** – It will cooperate with any compliance review or complaint investigation conducted by the Federal sponsoring agency or the Office of the Governor.
7. **EXAMINATION OF RECORDS** - It will give the sponsoring agency, the Office of the Governor, the State Auditor's Office, or the Comptroller General, through any authorized representative, access to and the right to audit, examine and copy all records, books, papers, or documents related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through subrecipient and the requirement to cooperate is included in any subcontract it awards related to this grant.
8. **REPORTING** – It will submit timely, complete, and accurate reports to the Federal sponsoring agency or Office of the Governor and maintain appropriate backup documentation to support the reports.
9. **COMPLIANCE WITH REQUIREMENTS** - It will comply with all requirements imposed by the Federal sponsoring agency, the Office of the Governor, or the Comptroller General, concerning special requirements of law, program requirements, special reporting, data collection, evaluation requirements, and other administrative requirements.
10. **EPA VIOLATING FACILITIES** - It will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of the project, are not listed in the Environmental Protection Agency's (EPAs) list of Violating Facilities, and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
11. **FLOOD INSURANCE** - It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (50 USC § 4001), which states that, on or after March 2, 1975, communities must purchase flood insurance, where such insurance is available in those communities. This requirement is a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
12. **HISTORIC PRESERVATION** - It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 USC § 470), Executive Order 11593 (identification and protection of historic properties), Archeological and Historical Preservation Act of 1974 (16 USC § 469a-1, et seq.), by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
13. **NATIONAL ENVIRONMENTAL POLICY ACT** – It will assist the federal grantor agency in its compliance with the National Environmental Policy Act of 1969 (P.L. 91-190, 42 USC 4321-4347, January 1, 1970, 83 Stat. 852) as amended by P.L. 94-52, July 3, 1975, 89 Stat. 258, and P.L. 94-83, August 9, 1975, 89 Stat. 424), by (a) identifying if any of the following activities will be related to the use of grant funds: (1) new construction; (2) minor renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places or located within a 100-year flood plain; (3) a renovation, lease or any proposed use of a building or facility that will either result in a change in its basic prior use or significantly change its size; and (4) implementation of a new program involving the use of chemicals other than chemicals that are purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational, or education environments; and (b) by complying with the following conditions relating to

clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories: (1) provide medical screening of personnel assigned or to be assigned by the subrecipient to the seizure or closure of clandestine methamphetamine laboratories; (2) provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories; (3) as determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment; (4) assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory; (5) utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory; (6) dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities; (7) monitor the transport, disposal, and recycling components of subsections numbered (5) and (6), immediately above, in order to ensure proper compliance; (8) have in place and/or implement any required written agreements with the Texas Department of Protective and Regulatory Services regarding the safety of any minors located at the clandestine laboratory site, the Texas Commission for Environmental Quality, and other entities deemed necessary by the State Administrative Agency.

14. **NONDISCRIMINATION** –
    A. It will comply with all State and Federal statutes relating to nondiscrimination and ensure, in accordance with federal civil rights laws, that the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
    B. It will comply, and all its contractors will comply, with the nondiscrimination requirements which may include the Civil Rights Act of 1964 (42 USC § 2000d); the Civil Rights Act of 1968 (42 USC § 3601 et seq.); the Rehabilitation Act of 1973 (29 USC § 794); the Americans With Disabilities Act (ADA) of 1990 (42 USC § 12131-34); the Education Amendments of 1972 (USC §§ 1681, 1683, 1685-86); Title IX of the Education Amendments of 1972 (Equal Employment in Education Act) (20 USC § 1681 et seq.); the Age Discrimination Act of 1975 (42 USC §§ 6101-07); Titles I, II and III of the Americans with Disabilities Act; the Drug Abuse and Treatment Act of 1972 (PL 92-255); the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (PL 91-616); Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290dd-3 and 290ee-3); and 28 CFR 38 (Equal Treatment for Faith-Based Organizations); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations).
    C. If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the U.S. Department of Homeland Security (DHS) awarding office and the DHS Office of Civil Rights and Civil Liberties.
    D. In the event of any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
15. **LIMITED ENGLISH PROFICIENCY**- It will comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, subrecipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a subrecipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
16. **ACTIVITIES CONDUCTED ABROAD** – It will ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
17. **PERSONALLY IDENTIFIABLE INFORMATION (PII)** – If subrecipient collects PII it will have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.
18. **COPYRIGHT** – It will affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g. classified information or other information subject to national security or export control laws or regulations.)
19. **DEBARMENT AND SUSPENSION** – It will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties

declared ineligible under statutory or regulatory authority other than Executive Order 12549. The subrecipient certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

20. **DUPLICATION OF BENEFITS** – It will comply with 2 CFR 200.405, which provides that any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.
21. **ENERGY POLICY AND CONSERVATION ACT** – It will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.
22. **FALSE CLAIMS ACT AND PROGRAM FRAUD CIVIL REMEDIES** – It will comply with the requirements of 31 USC § 3729 which set forth that no subrecipient of federal payments shall submit a false claim for payment. See also 38 USC § 3801-3812 which details the administrative remedies for false claims and statements made.
23. **FEDERAL DEBT STATUS** – It is non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.
24. **FLY AMERICA ACT OF 1974** – It will comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 42 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.
25. **HOTEL AND MOTEL FIRE SAFETY ACT OF 1990** – In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990,* 15 USC § 2225a, it will ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974, as amended,* 15 USC §2225.
26. **PATENTS AND INTELLECTUAL PROPERTY RIGHTS** – Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, PL No 96-517, as amended, and codified in 35 USC § 200 et seq. It will comply with the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 CFR Part 401) and the standard patent rights clause in 37 CFR § 401.14.
27. **PROCUREMENT OF RECOVERED MATERIALS** – It will comply with Section 6002 of the Solid Waste Disposal acts amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the hi9ghest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
28. **SAFECOM** – If emergency communications equipment is provided under the grant, it will comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
29. **TERRORIST FINANCING E.O. 13224** – It will comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.
30. **TRAFFICKING VICTIMS PROTECTION ACT OF 2000** – It will comply with the requirements of the government-wide award term which implements Section 106 (g) of the *Trafficking Victims Protection Act (TVPA) of 2000,* as amended (22 USC § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, *Federal Register,* Volume 72, No. 218, November 13, 2007. Full text of the award term is provided at 2 CFR § 175.15.
31. **UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)** – It will maintain the currency of the information in the SAM until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
32. **USA PATRIOT ACT OF 2001** – It will comply with the requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 USC §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.
33. **USE OF DHS SEAL, LOGO AND FLAGS** – It will obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
34. **WHISTLEBLOWER PROTECTION ACT** – It will comply with the statutory requirements for whistleblower protections (if applicable) at 10 USC 2409, 41 USC 4712, 10 USC 2324, and 41 USC 4304 and 4310.
35. **PROTECTION OF HUMAN SUBJECTS** – It will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that subrecipients comply with applicable provisions/law for the protection of human subjects for purposes of research. It will comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners

(Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

36. **COASTAL BARRIERS** - It will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
37. **SUPPLANTING PROHIBITION** - It will use funds to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. The applicant understands that potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this Program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.
38. **TAXES** – It will comply with all State and Federal laws and are solely responsible for filing all required State and Federal tax forms.
39. **GRANT ADMINISTRATION** - It will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant, including these standard assurances, are met.
40. **PUBLIC INFORMATION** - It will ensure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
41. **CHILD SUPPORT PAYMENTS** – It will comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
42. **SUSPECTED CHILD ABUSE** - It will comply with Section 261.101 of the Texas Family Code, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. It will also ensure that all program personnel are properly trained and aware of this requirement.
43. **RELATIVES** - It will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body, or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
44. **OPEN MEETINGS** - If the applicant is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically excluded in the Texas Constitution.
45. **HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY** - If the applicant is a health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
46. **HIV/AIDS WORKPLACE GUIDELINES** – It will adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.
47. **LAW ENFORCEMENT AGENCY** - If the applicant is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it will not expend any grant funds for this grant unless it is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.
48. **POLITICAL POLLING PROHIBITED** – It will not subgrant to any entity or expend funds for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
49. **LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT** - Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:
    a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
    b. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
    c. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
    d. Texas General Appropriations Act, Art. IX, Section 6.13, which requires subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
    e. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if subrecipient timely completes and files its reports.
50. **EQUAL EMPLOYMENT OPPORTUNITY**- It will comply with the requirement that except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
51. **DAVIS-BACON ACT** – It will comply with the *Davis-Bacon Act*, as amended (40 U.S.C. 3141-3148) that states when required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by subrecipients

must include a provision for compliance with the *Davis-Bacon Act* (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The subrecipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The subrecipient must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the *Copeland "Anti-Kickback" Act* (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 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"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The subrecipient must report all suspected or reported violations to the Federal awarding agency.

52. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** - Where applicable, it will comply with the requirement that all contracts awarded by the subrecipient in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
53. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," it will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
54. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT** – If subrecipient receives grants in excess of $150,000, it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
55. **TEXAS PUBLIC INFORMATION ACT; CONFIDENTIAL INFORMATION** - It acknowledges that the State, OOG, and this grant are subject to the Texas Public Information Act, Texas Government Code Chapter 552, (the "PIA"). Subrecipient acknowledges that the OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. The subrecipient acknowledges that information created or exchanged in connection with this grant is subject to the PIA, and subrecipient agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to the OOG or State. The subrecipient will cooperate with OOG in the production of documents or information responsive to a request for information. Information provided by or on behalf of subrecipient under, pursuant to, or in connection with this grant that the subrecipient considers proprietary, financial, or trade secret information (collectively "Confidential Information") shall be designated as such when it is provided to OOG or State or any other entity in accordance with this grant. OOG agrees to notify subrecipient in writing within a reasonable time from receipt of a request for information covering subrecipient's Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General. The subrecipient agrees to maintain the confidentiality of information received from the OOG or State during the performance of this grant, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers. Subrecipient will notify OOG within twenty-four (24) hours of receipt of any third party requests for information that was provided to the subrecipient by the OOG or the State.
56. **FUNDING LIMITATION** - It agrees that nothing in this grant will be interpreted to create an obligation or liability of the OOG in excess of the funds delineated in this grant. Subrecipient agrees that funding for this grant is subject to the actual receipt by the OOG of grant funds appropriated to the OOG. Subrecipient agrees that the grant funds, if any, received from the OOG may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OOG for the purpose of this grant. Subrecipient agrees that notwithstanding any other provision of this grant, if the OOG is not appropriated the funds or if the OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, the OOG is not liable to pay the subrecipient any remaining balance on this grant.
57. **NO WAIVER OF SOVEREIGN IMMUNITY** - It agree that no provision of this grant is in any way intended to constitute a waiver by the OOG, its officers, employees, agents, or contractors or the State of Texas of any immunities from suit or from liability that the OOG or the State of Texas may have by operation of law.
58. **INDEPENDENT CONTRACTOR STATUS** - It agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of subrecipient be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is not a "governmental body" by virtue of receipt of grant funds under this Contract. Likewise, the persons identified by subrecipient as meeting the Created Job Target or Baseline are not state employees by virtue of this Contract. All persons furnished, used, retained, or hired by or on behalf of subrecipient or any of subrecipient's contractors shall be

considered to be solely the employees or agents of subrecipient or subrecipient's contractors. Subrecipient or subrecipient's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law. Subrecipient agrees to take such steps as may be necessary to ensure that each contractor of subrecipient will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is responsible for all types of claims whatsoever due to actions or performance under this Contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

59. **GOVERNING LAW; VENUE** –This Contract is made and entered into in the State of Texas. This Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements. Except where state law establishes mandatory venue, subrecipient agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. Subrecipient hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that subrecipient is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.
60. **COMPLIANCE WITH LICENSING, PERMITTING AND REGULATORY BODIES** - Subrecipient certifies that it has obtained all licenses, certifications, permits and authorizations necessary to perform its obligations under this Contract, without costs to the OOG. Subrecipient shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Contract. Subrecipient certifies that it currently is in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of subrecipient's business or operations. Subrecipient agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.
61. **CHAPTER 2260 OF THE TEXAS GOVERNMENT CODE** – Subrecipient agrees the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Parties to attempt to resolve any claim for breach of this Contract made by subrecipient. Subrecipient's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, subrecipient shall submit written notice to the OOG's contact. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. Compliance by subrecipient with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code. The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is subrecipient's sole and exclusive process for seeking a remedy for any and all alleged breaches of this Contract by the OOG if the Parties are unable to otherwise informally resolve their disputes. Compliance with the contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of this Contract by OOG nor any other conduct of any representative of OOG relating to this Contract shall be considered a waiver of sovereign immunity. The submission, processing, and resolution of subrecipient's claim is governed by the OOG's published rules, if any. If no OOG rules have been published, then Title 1, Chapter 155 of the Texas Administrative Code, shall govern.
62. **INDEMNITY AND HOLD HARMLESS** - SUBRECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE OOG, THE STATE OF TEXAS AND ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS OR SUITS WHATSOEVER, INCLUDING ANY LITIGATION COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN SUBRECIPIENT'S PERFORMANCE UNDER THIS GRANT. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH OOG AND THE OFFICE OF THE ATTORNEY GENERAL WHEN THE OOG, THE STATE OF TEXAS OR ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS AND/OR DESIGNEES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OOG AND THE OFFICE OF THE ATTORNEY GENERAL. SUBRECIPIENT AND THE OOG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIMS.
63. **DRUG-FREE WORKPLACE** – It will comply with drug-free workplace requirements in Subpart B of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).
64. **LOBBYING** – The applicant certifies that:
    a. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of the Governor's Office.
    b. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Governor's Office to obtain the appropriate disclosure form.
    c. It will comply with 31 USC § 1352, as applicable, which provides that none of the funds provided under an award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal,
    d. It will include the language of paragraphs A., B. and C. of this Section in the award documents for all sub-awards at all tiers and will require all subrecipients to certify accordingly.

GOVERNOR GREG ABBOTT

To: HSGD Grant Recipient
From: Aimee Snoddy, Director Homeland Security Grants Division
Contact: (512) 463-1919
Reference: Subrecipient Responsibilities

Congratulations on your grant award from Governor Greg Abbott's Homeland Security Grants Division (HSGD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at https://eGrants.gov.texas.gov.

SECTION I: APPLICABLE TO ALL HSGD SUBRECIPIENTS

Requirements for Grants - Subrecipients shall comply with all applicable federal, state, and local laws and regulations applicable to this Grant including but not limited those noted as standard Comprehensive Certifications and Assurances (See Attachment A); 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Texas Government Code, Chapter 783, Uniform Grant and Contract Management; and the Texas Uniform Grants Management Standards (UGMS) available at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. HSGD reserves the right to add additional responsibilities and requirements, with or without advance notice to subrecipients.

Performance Standards – The subrecipient shall perform all activities entered into eGrants which are approved by HSGD. In the event the subrecipient fails to implement the activities approved by HSGD or comply with any provision of this Grant, the subrecipient may be liable to HSGD for an amount not to exceed the award amount and may be prohibited from applying for or receiving additional funds for other grant programs administered by the Governor's Office until repayment to HSGD is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant.

Performance Period - The performance period for this Grant is listed on the Statement of Grant Award. All goods must be obligated and all services must be received within the performance period. HSGD will not be obligated to reimburse expenses incurred after the performance period.

Liquidation Period - The liquidation date is 90 calendar days after the grant end date, unless otherwise noted in the original grant award or a grant adjustment. Funds **not** obligated by the end of the grant period and **not** expended by the liquidation date will revert to HSGD.

Financial Reporting – Financial Status Reports must be submitted to HSGD via eGrants. Financial status reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter regardless of when the Grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to HSGD on or before the grant liquidation date or funds will lapse and HSGD will provide them as grants to others who need the funding.

Close Out – HSGD will close-out the grant award when it determines that all applicable administrative actions and all required work of the Grant have been completed by the subrecipient.

- The subrecipient must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. Submission of the final Financial Status Report will initiate grant close out with HSGD.
- The subrecipient must promptly refund any balances of unobligated cash that the HSGD paid in advance or paid and that are not authorized to be retained by the subrecipient for use in other projects.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports or through Advance Payment Requests. Upon HSGD approval of the Financial Status Report or Advance Payment Request, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income (GPI) – Any income generated as a direct result of the grant activities must be reported to HSGD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to seeking payments from HSGD and must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by HSGD.

Project Changes – Subrecipients may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Property Management and Inventory - Equipment purchased with grant funds must be used for the purpose of the Grant and as approved by HSGD. An inventory report must be kept on file

containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

- At least every two (2) years, subrecipients must take a physical inventory and reconcile the results with property records.
- Subrecipients must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- Subrecipients must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.
- The subrecipient must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 C.F.R. 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the subrecipient, according to the requirements listed herein, and provided to HSGD upon request, if applicable.
- When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA or HSGD, you must make proper disposition of the equipment pursuant to 2 C.F.R. 200.313 and/or the Uniform Grant Management Standards (UGMS), as applicable.

Fidelity Bond – Each nonprofit corporation receiving funds from HSGD must obtain and have on file a blanket fidelity bond that indemnifies HSGD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the HSGD grant period.

Required Notifications – Subrecipients must immediately notify HSGD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Subrecipients must notify the local prosecutor's office of any possible criminal violations. Subrecipients must immediately notify HSGD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the subrecipient must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to HSGD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a subrecipient based on race, color, national origin, sex, age, or handicap, the subrecipient agrees to immediately forward a copy of the judgment or order to HSGD.

Project Effectiveness – Subrecipients should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Subrecipients must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Subrecipients must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by HSGD, or its designee. To remain eligible for funding, the subrecipient must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Subrecipients must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any time. The subrecipient must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

For Fiscal Years Beginning Before December 26, 2014 Subrecipients expending over $500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at http://www.whitehouse.gov/omb/circulars/index.html and the State Single Audit Circular issued under UGMS at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier.

For Fiscal Years Beginning On or After December 26, 2014 Subrecipients expending over $750,000 in state or federal grant funds during the fiscal year are subject to 2 CFR, Part 200, Subpart F – Audit Requirements http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl and the State Single Audit Circular issued under UGMS at http://www.window.state.tx.us/procurement/catrad/ugms.pdf. Subrecipients must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with 2 CFR, Part 200, Subpart F – Audit Requirements or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the Subrecipient receives the audit results or nine months after the end of the audit period, whichever is earlier

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the Grant, and civil or criminal penalties. Refer to the Guide to Grants at https://eGrants.gov.texas.gov/updates.aspx for additional information on supplanting.

Conflict of Interest – Subrecipients should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Subrecipients must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

- When contractual or equipment procurement is anticipated to be in excess of $150,000, subrecipients must submit a Procurement Questionnaire https://eGrants.gov.texas.gov/updates.aspx to HSGD for approval prior to procurement. Subrecipients must ensure these contracts address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
- When contractual or equipment procurement is anticipated to be in excess of $10,000, subrecipients must address termination for cause and for convenience by the subrecipient including the manner by which it will be effected and the basis for settlement.
- Prior to contracting with any vendor or subawardee using funds awarded under this Grant, subrecipients must determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and shall confirm the vendor/subawardee does not have any active "Exclusions" by reviewing the vendor/subawardee entity information at https://www.sam.gov/portal/public/SAM/.

Travel – Subrecipients must follow their established policies and good fiscal stewardship related to travel expenses. If the subrecipient does not have established policies regarding in-state and out-of-state travel, the subrecipient must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from HSGD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal History Reporting - Entities receiving funds from HSGD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

Limited English Proficiency – Subrecipients must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.lep.gov.

Law Enforcement Programs – Law enforcement programs receiving funds from HSGD must be in compliance with all rules developed by the Texas Commission on Law Enforcement.

Automated License Plate Readers - Subrecipients requesting funds for Automated License Plate Readers (ALPR) must have a written policy regarding use of the ALPR and related data

retention. Subrecipients also must enter into a User Agreement with the Texas Department of Public Safety (DPS), Crime Records Division to gain access to the Texas Automated License Plate Reader (LPR) Database so that data may be shared among all participating local, state, and federal agencies. DPS Crime Records Division will provide written certification of your jurisdiction's participation upon request. Please provide HSGD with a copy of the certification received from DPS Crime Records Division.

28 C.F.R. Part 23 Guidance - Any information technology system funded or supported by these funds must comply with 28 C.F.R. Part 23, *Criminal Intelligence Systems Operating Policies.*

National Information Exchange Model (NIEM) – Subrecipients must use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language (XML) when using HSGP funds to develop, procure, or implement homeland security information exchanges including systems and databases. Further information about NIEM specifications and guidelines is available at http://www.niem.gov.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the HSGD approved budget, the subrecipient agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a subrecipient agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the subrecipient agency.

Cancellation for Awards - Subrecipients must take reasonable steps to commence project activities upon receiving notice of a grant award:

> **Commencement Within 60 Days.** If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must report by letter to HSGD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.
>
> **Commencement Within 90 Days.** If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the subrecipient must submit a second statement to HSGD explaining the implementation delay. Upon receipt of the 90-day letter, HSGD may cancel the project and redistribute the funds to other project areas. HSGD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Subrecipients must immediately notify and provide a copy to HSGD of any Public Information Request received by the agency related to this Grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant funds may not be used to influence the payment, loan, or gift to a person or political organization for a political purpose, or to influence the passage or defeat of legislation.
- Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.
- Subrecipients must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Retention and Accessibility of Records - Subrecipients must maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant 2 CFR 200.333, UGMS, and this Grant.

- Subrecipients must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.
- Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
- DHS or HSGD may direct a subrecipient to retain documents for longer periods of time or to transfer certain records to DHS or HSGD custody when DHS or HSGD determines that the records possess long term retention value.
- Subrecipients must give the DHS, the Comptroller General of the United States, the Texas State Auditor's Office, HSGD, or any of their duly authorized representatives,

access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by subrecipient pertaining to this Grant including records concerning the past use of grant funds. Such rights to access shall continue as long as the records are maintained.

- Subrecipients must include the substance of this Section in all subcontracts.
- Subrecipients must complete, deliver to the appropriate source, and retain copies of all after-action reports and certificates of completion for all training and exercises paid for by this Grant.

SECTION II: APPLICABLE TO ALL FEDERALLY FUNDED SUBRECIPIENTS

Federal Notice of Funding Opportunity - All allocations and use of funds under this Grant shall be in accordance with the applicable federal Notice of Funding Opportunity (NOFO) for the Federal Grant Title specified on this Grant.

Acknowledgement of Federal Funding from DHS – All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing project programs funded in whole or in part with Federal funds from the U.S. Department of Homeland Security (DHS).

Emergency Management Plan - During the performance period of this Grant, subrecipients must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in subrecipient's plan, the subrecipient shall correct deficiencies within 60 calendar days of receiving notice of such deficiencies from TDEM.

Mutual Aid Agreement – During the performance period of this Grant the subrecipient must participate in a legally-adopted county and/or regional mutual aid agreement.

National Incident Management System (NIMS) – During the performance period of this Grant, the subrecipient must implement the NIMS in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at http://www.fema.gov/national-incident-management-system.

Texas Regional Response Network (TRRN) – Subrecipients must be registered users of the TRRN (or other response asset inventory management system specified by HSGD) and shall enter any deployable equipment with a cost of $5,000 or more, purchased with Homeland Security Grant funds into the TRRN (https://www.trrn.state.tx.us).

Environmental and Historical Review – Subrecipients must assess federally funded projects for potential impact to environmental resources and historic properties and submit any required screening form(s) as soon as possible within the deadlines established by HSGD. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.

Subrecipients must include sufficient review time to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and HSGD will not authorize or release grant funds for non-compliant projects.

- As soon as possible upon receiving this Grant, the subrecipient must provide information to HSGD to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to HSGD for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipients must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances. See FEMA Information Bulletin 329.
- Subrecipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings. Subrecipients must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. The subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered the subrecipient must immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Management and Administration - If this Grant includes funds for management and administration (M&A), the subrecipient must comply with all applicable requirements and limitations with respect to M&A. The subrecipient's M&A shall not exceed 5% of their total project(s).

Personnel Cap - Up to fifty percent (50%) of all federal Homeland Security Grant Program (HSGP) awards may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, use of HSGP funding to pay for staff and/or contractor regular time or overtime/backfill, among other items, are considered personnel-related costs. Subrecipients may request a waiver to the 50% personnel cap by submitting a waiver request through its respective regional council or urban area working group to HSGD at eGrants@gov.texas.gov. Requests for waivers shall be submitted on official subrecipient letterhead and be signed by the subrecipient's authorized official. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

SECTION III: APPLICABLE TO FEDERALLY FUNDED OPSG SUBRECIPIENTS:

Subrecipients receiving Operation Stonegarden (OPSG) funds are prohibited from obligating or expending OPSG funds provided through this Grant until each unique, specific, or modified county level, tribal or equivalent Operations Order or Fragmentary Order has been reviewed and

approved by official notification by FEMA and Customs and Border Protection/Border Patrol (CBP/BP). Each Operations Order will be transferred via the secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ in Washington, D.C., for review and pre-approval for Operational continuity, then forwarded to FEMA GPD/OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to HSGD and CBP/BP HQ in Washington, D.C.

- Subrecipients shall develop and submit required operational documents through the border area's Integrated Planning Team.
- Subrecipients shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout the grant performance period.
- Subrecipients intending to spend more than 50 percent of their award on overtime over the course of the performance period, must submit an overtime waiver request through the Integrated Planning Team.
- Subrecipients shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.
- Subrecipients shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and HSGD has issued an Award or Grant Adjustment Notice (GAN) to the jurisdiction.

SECTION IV: REMEDIES FOR NON-COMPLIANCE

If any subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, HSGD may take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency or more severe enforcement action by HSGD;
- Disallow or deny use of funds for all or part of the cost of the activity or action not in compliance;
- Wholly or partially suspend or terminate this Grant;
- Withhold further awards; or
- Take other remedies that may be legally available.

Subrecipient costs resulting from obligations incurred during a suspension or after termination of this Grant are not allowable unless HSGD expressly authorizes them in the notice of suspension or termination or subsequently.

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV 10 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY III (080-012) DATE: 11/2/2015

CURRENT POSITION TITLE: CURRENT SLOT #: 012-G005 / 007-A140

REQUESTED POSITION TITLE: ASSISTANT DISTRICT ATTORNEY III

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: (080-012)

$ 0.00	$ 79,469.45	$ 79,469.45
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Allowance Amount: (080-007)

$ 0.00	$ 900.00	$ 900.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[X] Other DA-Border Prosecution Unit Grant

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

The District Attorney's Office is in need of an Assistant District Attorney III position to keep up with the increase in case loads related to border crimes. This additional position will assist Federal, State and local law enforcement agencies in the prosecution of border security related cases.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	FOR Ricardo Rodriguez JR. DEPARTMENT HEAD	11-9-15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	11/10/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/10/15 Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

AI-52057 **District Attorney** **7. B.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Rosie Cantu, DISTRICT ATTORNEY

Submitted By: Obdett Calzada, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA -Federal Sharing-U.S. Department of Justice (1256)
Appropriation of funds in the amount of $15,000.00 to fund the purchase of equipment for law enforcement personnel.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1256-412-00-080-014-0-XXX

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

BUDGETARY IMPACT:

Funds available in the unassigned f/b as of 11-4-15.

Attachments

appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/03/2015 11:12 AM
Ivan Cantu	Ivan Cantu	11/04/2015 03:40 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Obdett Calzada		Started On: 10/30/2015 04:20 PM
Final Approval Date: 11/06/2015		

DATE: October 30, 2015

2015
Appropriation

DEPARTMENT HEAD: Ricardo Rodriguez, Jr., District Attorney

DEPARTMENT NAME: District Attorney's Office - USDJ

ACCOUNT NUMBER: 5-1256-412-00-080-014-0-XXX

Contact Person: Obdett Calzada **Ph#:** (956) 292-7604 ext. 8086

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
5-1256-412-00-080-014-0-350	DA - USDJ	OTHER SRV	1,500.00
5-1256-412-00-080-014-0-610	DA - USDJ	GENERAL SUPPLIES	13,500.00
		TOTAL BUDGET INCREASE (DECREASE)	15,000.00

REASON: Appropriation to fund the purchase of equipment for law enforcement personnel.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-52084 **Other** **8. A.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Maria Elena Gaitan, JUVENILE PROBATION

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: JUVENILE PROBATION

Information

CAPTION

Requesting approval to process payment as a claim for the following, with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor:

Vendor	Invoice #	Dates	Amount
Gloria Flores Interpreting Services	093015	9/14/15 & 10/02/15	$200.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1100-423-71-330-001-0-339

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

BUDGETARY IMPACT:

funds available as of 11-4-15.

Attachments

invoice

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	11/03/2015 11:22 AM
Ivan Cantu	Ivan Cantu	11/04/2015 11:48 AM
Auditor's Office	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Monica Badillo		Started On: 11/02/2015 04:32 PM
Final Approval Date: 11/06/2015		

GLORIA FLORES Interpreting Services
Level I Sign Language, Spanish
Voice & Text (956) 735-3973 gflorestj@yahoo.com
Fax (956) 424-3670
P.O. BOX 4056
MISSION, TX 78573

Billed To: Mario Ramirez Juvenile Detention Center
Attention: Elena Gaitan Lozano
1001 N. Doolittle Road
Edinburg, TX 78540

Invoice: 093015

***Cancellation must be within 24 hours, otherwise a minimum fee will be applied.**
***Holidays / Same day appointments / After _____ p.m. _____ hour.**

DATE	CLIENT NAME	SERVICE PROVIDED	QTY. (Hours)	FEE
09-14-15	Roel Doria	Services for deaf parent of Gabriel Doria Request as per Jo Ann Lozano	2.0 Hours @ $ 50.00 Hour	$ 100.00
10-02-15	Roel Doria		2.0 Hours @ $ 50.00 Hour	100.00

DUE DATE: 30 DAYS OF INVOICE RECEIVED

Comments_____

Signature	Date	Total Hours	Total Billed
	10-14-15	4.0	$ 200.00

Form D

AI-52120 **Constables** **9. A.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Rene Gonzalez, CONSTABLE PCT. #3

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3 - Operation Stonegarden (1284): Approval to appropriate the budget for the Constable Precinct No. 3 portion of the FY2014 Operation Stonegarden Grant Phase II in the total amount of $57,973.88.

BACKGROUND

SAA AWARD NO: 14-SR-48215-01
FEDERAL GRANT AWARD NO: EMW-2014-SS-00029
GRANT PERIOD: 09-01-14 TO 02-28-16

AI-49710, CC 05-19-2015 - GRANT ACCEPTANCE, PHASE I
AI-49818, CC 06-02-2015 - BUDGET APPROPRIATION, PHASE I

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 5-1284-421-00-293-047-7-XXX

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

BUDGETARY IMPACT:

GRANT FISCAL YEAR: 2017
COUNTY CALENDAR YEAR: 2015
ACCOUNT FISCAL YEAR: 2017

GRANT PERIOD: SEPTEMBER 1, 2014 THROUGH FEBRUARY 28, 2016

GRANT AWARD NUMBER:
SAA AWARD NUMBER: 14-SR-48215-01
FEDERAL GRANT AWARD NUMBER: EMW-2014-SS-00029
REVENUE ACCOUNT NUMBER: 5-1284-331-12-293-047-7-000

COSTS ASSOCIATED WITH HEALTH & LIFE INSURANCE WILL BE RECLASSIFIED TO THE CONSTABLE PCT. 3 GENERAL FUND ACCOUNT

(5-1100-421-00-293-001-0-XXX).

Attachments

OPSG Phase II
Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/05/2015 09:31 AM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Raquel Ramos		Started On: 11/04/2015 02:10 PM
Final Approval Date: 11/06/2015		

OPERATION STONEGARDEN 2014
CONSTABLE PRECINCT 3

	ORIGINAL BUDGET		**1ST**	**2ND**	TOTAL PHASES
Overtime	79,398.90		39,699.45	39,699.45	79,398.90
Fringe Benefits	17,467.76		8,733.88	8,733.88	17,467.76
Vehicle Maintenance					
Equipment Maintenance					
Equipment					
Two (2) 2015 Chevrolet patrol vehicles					
Fully equipped @ 32,000.00/ea.	*64,000.00*		64,000.00		
Two (2) full patrol packages	*20,052.23*		20,052.23		
Mileage	19,081.11		9,540.56	9,540.55	19,081.11
Other					
Travel					
TOTALS	**200,000.00**		**142,026.12**	**57,973.88**	200,000.00
FRINGE BENEFITS BREAKDOWN:					
FICA - 7.65%	6,074.02		3,037.01	3,037.01	
Retirement - 10.63%	8,440.10		4,220.05	4,220.05	8,440.10
Unemployment Comp. - 0.60%	476.39		238.20	238.19	476.39
Workers' Comp. - 3.12%	2,477.25		1,238.63	1,238.62	2,477.25
TOTAL FRINGE BENEFITS	**17,467.76**		**8,733.89**	**8,733.87**	

DIFF FROM ORIGINAL

-
-

-

-

-
-
-

DATE: November 6, 2015

2015
Appropriation

DEPARTMENT HEAD: Lazaro Gallardo Jr.

DEPARTMENT NAME: Constable Precinct 3

ACCOUNT NUMBER: 5-1284-421-00-293-047-7-XXX

Contact Person: Raquel Ramos **Ph#:** 956-205-7031

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
5-1284-421-00-293-047-7-131	CONST PCT3 OPSG-OVERTIME PAY	39,699.45
5-1284-421-00-293-047-7-220	CONST PCT3 OPSG-FICA	3,037.01
5-1284-421-00-293-047-7-230	CONST PCT3 OPSG-RETIREMENT	4,220.05
5-1284-421-00-293-047-7-250	CONST PCT3 OPSG-UNEMPLOYMENT COMP	238.20
5-1284-421-00-293-047-7-260	CONST PCT3 OPSG-WORKERS COMP	1,238.62
5-1284-421-00-293-047-7-581	CONST PCT3 OPSG-TRAVEL IN COUNTY	9,540.55
5-1284-331-12-293-047-7-000	CONST PCT3 OPSG-REVENUES	57,973.88
	TOTAL BUDGET INCREASE (DECREASE)	**57,973.88**

REASON:

To appropriate the budget for the FY 2014 Operation Stonegarden Grant Phase II for Constable Pct 3. The grant was awarded by the Department of Homeland Security, Federal Emergency Manangement Agency (FEMA)
Federal Grant Award #EMW-2014-SS-00029; SSA Award 14-SR48215-01; Grant period is from 09/01/14 to 02/28/16

Note: Expenses relating to health and life insurance that are assigned to the overtime hours are to be charged to the Constable Pct.3 general fund budget (5-1100-421-00-293-001-0-XXX)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-52163 **Sheriff's Office** **10. A.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Pursuant to Hidalgo County Cellular Telephone Policy (Verizon Wireless, DIR-SDD-1779), presentation for consideration, acceptance and approval of Cellular Phone Request form (Data Link Card Request) for the following: Approval for requisition # 287266 for 8 Data Link Hosted Access for skytower modems ($37.99 per month)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1229-421-00-280-007-0-532

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

BUDGETARY IMPACT:

Attachments

VERIZON

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/06/2015 09:29 AM
Budget & Management	Veronica Ortiz	11/06/2015 10:20 AM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Myra Montoya		Started On: 11/06/2015 09:09 AM
Final Approval Date: 11/06/2015		

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☑ Other: Verizon Data Link Hosted

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee:_____ Employee ID#_____ Signature:_____

DEPARTMENT: Hidalgo County Sheriff's Office DEPT #: 280

Quantity: 8

Service: $ 37.99 /mo (x) 2 months = 607.84 Account: 5-1229-421-00-280-007-0--532

Service: $_____/mo (x) ____ months = 0.00 Account:_____-619/664

Requisition Total: 607.84 **Requisition Number:** 287266

(3) Elected Official/Department Head Authorization for Request:

Richard Ozuna 11/06/2015

Signature Print Name Date

(4) Executive Office Authorization (Commissioner's Court Departments Only):

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **SPRINT UNLIMITED DATACARD PLAN -or-**

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Verizon Data Link Hosted Access

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 01/21/2010

Wireless Telecom Proposal for:
State of Texas DIR Contract No. DIR-SDD-1779 for Wireless Voice, Data Services and Equipment

Date:	October 28, 2015
Customer Name:	Hidalgo County
Sales Representative:	Carlos Zavala

Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the Contract for Wireless Voice & Data Services and Equipment between State of Texas, Department of Information Resources and Verizon Wireless, DIR Contract No. DIR-SDD-1779. Full terms and conditions, along with additional information and ordering instructions can be found on the Internet website at: http://www.dir.state.tx.us/store/tsd/telephony/wireless.htm#cing
Prices quoted do not reflect applicable fees, charges, or pass-through assessments.
This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: Hidalgo County
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 151028085656
DATE 10/28/2015
TERM Annual (12 Months)

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
							$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
4G MOBILE BROADBAND UNLIMITED $37.99 1210	8	$37.99	N	Unlimited	$0.00	$303.92	$3,647.04
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
	8					$303.92	$3,647.04

RATE PLAN - MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)]: $3,647.04

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
		$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

DEVICE	Line Count	Cost per Unit	Subtotal
		$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

Eligible accessories receive a 35% discount

ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST	$0.00

INVESTMENT ESTIMATE	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$303.92	$3,647.04
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		$0.00
INVESTMENT TOTAL		$3,647.04

4Q15 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

QUOTE ID 151029085656

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.
** Equipment pricing and availability is subject to change.
*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ Internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

"Updated 04/01/2015"

AI-52128 **Sheriff's Office** **10. B.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Department-ICE Overtime (1284):
1. Approval to accept overtime funding from the U.S. Department of Homeland Security, Immigration and Customs Enforcement (ICE)FY 2016 in the amount of $15,000.00.
2. Authorization to pay overtime reimbursable under the grant terms and conditions.
3. Approval of certification of revenues, as certified by County Auditor, for ICE overtime funding.
4. Approval of appropriation of funds in the amount of $15,000.00.

BACKGROUND

New MOU between ICE and Hidalgo County (Sheriff's Office) approved by CC on 3/31/15 (AI #49060), overtime is being provided for expenses of officer providing resources in joint operational/task forces. Fringe benefits associated with overtime pay of officer is not reimbursed through grant and will be charged to the Sheriff's Office General Fund account.

Reporting period ends on 9/30/16 (FY 2016).

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1284-421-00-280-055-6-131

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

BUDGETARY IMPACT:

Appropriation of funds for overtime funding in relation to MOU between ICE and Hidalgo County (Sheriff's Office) in the amount of $15,000.00. Fringe benefits associated with this grant are not reimburseable and will be paid from Sheriff's Office G/F account. FY 2016 reporting period is from 10/1/15 to 9/30/16.

Attachments

ICE OT FY 2016
ICE BA
COR

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/05/2015 08:48 AM
Budget & Management	Veronica Ortiz	11/05/2015 09:30 AM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 11/04/2015 04:36 PM

Final Approval Date: 11/06/2015

Rosie

From: Torres, Cristina [Cristina.Torres@ice.dhs.gov]
Sent: Wednesday, November 04, 2015 1:47 PM
To: rosieg@hidalgoso.org
Cc: Julio.castaneda@hidalgoso.org; Santos, Stella
Subject: US DHS ICE HSI STATE/LOCAL OVERTIME REIMBURSEMENT FUNDS

Mr. Castañeda,
We have received funding from State and Local overtime (SLOT) payments. Please submit your invoice packages to me to process for reimbursement. Remember that all hours claimed must coincide with 24-Hour forms on file. If further information is required, do not hesitate to contact me directly. Thank you for your patience and cooperation.

Cristina Torres
Mission Support Specialist
DHS/Homeland Security Investigations
ASAC McAllen, Texas
5901 S. International Parkway
McAllen, Texas 78503
☎: *(956) 984-6918 Desk*
✉cristina.torres@ice.dhs.gov

DATE: November 4, 2015

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

DEPARTMENT NAME: ICE Overtime FY2016

ACCOUNT NUMBER: 5-1284-421-00-280-055-6-131

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-280-055-6-131	Overtime Pay	15,000.00

	TOTAL APPROPRIATIONS	**15,000.00**
5-1284-331-11-280-055-6-000	**Immigration and Customs Enforcement (ICE)**	**15,000.00**
	TOTAL REVENUES	**15,000.00**

REASON: **To appropriate budget for the overtime hours for officer assigned to ICE investigations**

Funding period is October 1, 2015 to September 30, 2016.

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #5-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

November 06, 2015

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the U.S Immigration and Customs Enforcement (ICE), Special Agent in Charge (SAIC), San Antonio, Texas. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$15,000.00	Overtime for 1 Sheriff Deputy

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11/9/15
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-52128 **Sheriff's Office 16. A.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Department-ICE Overtime (1284):
1. Approval to accept overtime funding from the U.S. Department of Homeland Security, Immigration and Customs Enforcement (ICE)FY 2016 in the amount of $15,000.00.
2. Authorization to pay overtime reimbursable under the grant terms and conditions.
3. Approval of certification of revenues, as certified by County Auditor, for ICE overtime funding.
4. Approval of appropriation of funds in the amount of $15,000.00.

BACKGROUND

New MOU between ICE and Hidalgo County (Sheriff's Office) approved by CC on 3/31/15 (AI #49060), overtime is being provided for expenses of officer providing resources in joint operational/task forces. Fringe benefits associated with overtime pay of officer is not reimbursed through grant and will be charged to the Sheriff's Office General Fund account.

Reporting period ends on 9/30/16 (FY 2016).

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1284-421-00-280-055-6-131

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

BUDGETARY IMPACT:

Appropriation of funds for overtime funding in relation to MOU between ICE and Hidalgo County (Sheriff's Office) in the amount of $15,000.00. Fringe benefits associated with this grant are not reimburseable and will be paid from Sheriff's Office G/F account. FY 2016 reporting period is from 10/1/15 to 9/30/16.

Attachments

ICE OT FY 2016

ICE BA

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/05/2015 08:48 AM
Budget & Management	Veronica Ortiz	11/05/2015 09:30 AM
Auditor's Office		
Purchasing Department		
Form Started By: Maria Del Rosario Gonzalez		Started On: 11/04/2015 04:36 PM

Hector Sandoval

From: Rosie [rosieg@hidalgoso.org]
Sent: Thursday, November 05, 2015 9:51 AM
To: 'Hector Sandoval'
Cc: 'Gerardo Salinas'
Subject: ICE OT Grant AI 52128

Good morning Hector,

Would you please complete a Certification of Revenues for the ICE FY16 Overtime Grant Account # 5-1284-421-00-280-055-6-XXX.

The agenda item is AI #52128.

Should you have any questions or need additional information, feel free to contact me.

Thanks,

Rosie Gonzalez
Accountant III
Hidalgo County Sheriff's Office
711 El Cibolo Rd.
Edinburg, TX 78542

Office: (956) 292-2950
Fax: (956) 393-6027
email: rosieg@hidalgoso.org

Rosie

From: Torres, Cristina [Cristina.Torres@ice.dhs.gov]
Sent: Wednesday, November 04, 2015 1:47 PM
To: rosieg@hidalgoso.org
Cc: Julio.castaneda@hidalgoso.org; Santos, Stella
Subject: US DHS ICE HSI STATE/LOCAL OVERTIME REIMBURSEMENT FUNDS

Mr. Castañeda,
We have received funding from State and Local overtime (SLOT) payments. Please submit your invoice packages to me to process for reimbursement. Remember that all hours claimed must coincide with 24-Hour forms on file. If further information is required, do not hesitate to contact me directly. Thank you for your patience and cooperation.

Cristina Torres

Mission Support Specialist
DHS/Homeland Security Investigations
ASAC McAllen, Texas
5901 S. International Parkway
McAllen, Texas 78503
☎: *(956) 984-6918 Desk*
✉cristina.torres@ice.dhs.gov

DATE: November 4, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: ICE Overtime FY2016
ACCOUNT NUMBER: 5-1284-421-00-280-055-6-131

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-280-055-6-131	Overtime Pay	15,000.00

	TOTAL APPROPRIATIONS	15,000.00
5-1284-331-11-280-055-6-000	Immigration and Customs Enforcement (ICE)	15,000.00
	TOTAL REVENUES	15,000.00

REASON: **To appropriate budget for the overtime hours for officer assigned to ICE investigations**

Funding period is October 1, 2015 to September 30, 2016.

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget (Account #5-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI -49060 **Sheriff's Office** **17. C.**

CC - REGULAR

Meeting Date: 03/31/2015

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office - ICE Overtime (1284):
1. Approval of Memorandum of Understanding (MOU) between Immigration and Customs Enforcement (ICE) and Hidalgo County (Sheriff's Office).
2. Authorization to pay overtime reimburseable under the grant terms and conditions.
3. Approval to accept overtime funding from the U.S. Department of Homeland Security, Immigration and Customs Enforcement (ICE) in the amount of $15,000.00.
4. Approval of certification of revenues, as certified by the County Auditor, for ICE overtime funding.
5. Approval of appropriation of funds in the amount of $15,000.00.

BACKGROUND

Overtime is being provided for expenses of officer providing resources in joint operational/task forces. Fringe benefits associated with overtime pay of officer is not reimbursed through grant and will be charged to the Sheriff's Office General Fund account.

Reporting period ends 9/30/15 (FY2015)

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1284-421-00-280-055-5-131

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

BUDGETARY IMPACT:

Appropriation of funds for overtime funding in relation to MOU between ICE and Hidalgo County (Sheriff's Office) in the amount of $15,000.00. Revenue account #5-1284-331-11-280-055-5-000 ICE Revenues Fringe benefits associated with this grant are not reimburseable and will be paid from Sheriff's Office G/F account. FY2015 reporting period is from 10/1/14 to 9/30/15 (FY 2015).

Attachments

MOU
Legal
BA 3.27.15

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	03/26/2015 09:57 AM
Budget & Management	Veronica Ortiz	03/26/2015 10:02 AM
Manuel Chapa	Veronica Ortiz	03/26/2015 10:04 AM
Obdett Calzada		
Auditor's Office		
Purchasing Department		
Form Started By: Maria Del Rosario Gonzalez		Started On: 03/26/2015 08:35 AM

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL, COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM THE TREASURY FORFEITURE FUND

This Agreement is entered into by the Hidalgo County Sherriff Office, (NCIC CODE # TX 1080000) and Immigration and Customs Enforcement (ICE), Special Agent in Charge (SAIC), San Antonio, Texas for the purpose of the reimbursement of costs incurred by the Hidalgo County Sherriff Office in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by ICE SAC, San Antonio, Texas, with the participation of the Hidalgo County Sherriff Office, and until terminated, in writing, by either party.

V. TERMS, CONDITIONS, AND PROCEDURES

Office must submit to ICE SAC San Antonio, Texas the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.

4. The Hidalgo County Sherriff Office remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.

5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at $15,000 per officer per year.

6. The Hidalgo County Sherriff Office will submit all requests for the reimbursement of joint operations' expenses to ICE Acting Assistant Special Agent in Charge, Mario H. Campbell at the following address: 5901 S. International Parkway, McAllen, Texas 78503, Attn. Cristina Torres, Mission Support Specialist, Ph. (956) 984-6918.

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Hidalgo County Sherriff Office agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between ICE SAC San Antonio, Texas and the Hidalgo County Sherriff Office, and is not intended to confer any right or benefit to any private person or party.

Signatures:

Special Agent in Charge
Immigration and Customs Enforcement
San Antonio, Texas

Date: 20 APR 2015

J.E. "Eddie" Guerra
Hidalgo County Sherriff
Hidalgo County Sherriff Office

Date: _____

AI-52076 **Sheriff's Office** **10. C.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization to accept the Approval Notice in reference to Operation Stonegarden FY 2014 (2nd phase) for the amount of $1,567,593.27.
2. Authorization to pay Overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditor for the FY 2014 Operation Stonegarden Grant (2nd phase).
4. Approval to appropriate the budget for Sheriff's Office portion of the FY 2014 Operation Stonegarden Grant (2nd Phase) in the amount of $672,110.20.
5. Approval to appropriate the budgets for the (13) thirteen cities' portion of the FY 2014 Operation Stonegarden Grant (2nd phase) in the amount of $708,045.55.

	City of	**2nd Phase**
1	Alamo	27,081.88
2	Donna	29,959.23
3	Edinburg	100,071.41
4	Hidalgo	93,827.49
5	La Joya	28,250.00
6	Mercedes	42,083.60
7	Mission	92,807.49
8	Palmview	40,500.00
9	Penitas	33,807.05
10	Pharr	89,760.00
11	San Juan	37,292.40
12	Sullivan City	30,105.00
13	Weslaco	62,500.00
	Total	**708,045.55**

BACKGROUND

On 5/19/15, Commissioners' Court approved the acceptance of the FY 2014 Operation Stonegarden Grant from the Department of Homeland Security, FEMA (AI#49710).

SAA Award No. 14-SR-48215-01 Federal Grant Award No. EMW-2014-SS-00029

Grant Operation: Date is from 9/1/14 to 2/28/16.

Constable Offices: Precincts 1, 2,3, and 4

Cities: Alamo, Donna, Edinburg, Hidalgo, La Joya, Mercedes, Mission, Palmview, Penitas, Pharr, San Juan, Sullivan City, and Weslaco.

Appropriation of Phase 2 ($1,567,593.29) has been now added to Phase 1 ($3,156,464.87) for total Grant Award of $4,674,438.00.

On 8/4/15, Commissioners' Court approved the execution of the FY 2014 Operation Stonegarden Grant Sub-Recipient Interlocal Agreements between Hidalgo County and the respective cities. (AI# 50069).

Appropriations of the respective four (4) constable offices budgets (totaling $187,437.52) will be submitted at a later date.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 5-1284-480-00-280-XXX-7-XXX

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

BUDGETARY IMPACT:

Approval of appropriation of funds for the FY2014 Operation Stonegarden Grant (2nd phase) for the following: $672,110.20 (HCSO) $708,045.55 (13 cities) No local match is required.

FISCAL YEAR: 2017 **ACCT. #:** 5-1284-421-00-280-047-7-XXX

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

BUDGETARY IMPACT:

Approval of appropriation of funds for the FY2014 Operation Stonegarden Grant (2nd phase)in the amount of $672,110.20 for Hidalgo County Sheriff's Office. Hidalgo County Sheriff's Office, Expense Acct. #5-1284-421-00-280-047-7-XXX Hidalgo County Sheriff's Office, Revenue Acct. #5-1284-331-12-280-047-7-000

Attachments

backup
backup
Alamo BA
Donna BA
Edinburg BA
Hidalgo BA
La Joya BA

Mission BA
Palmview BA
Penitas BA
Pharr PD
San Juan BA
Sullivan City BA
Weslaco BA
Cities totals
Exp and Rev accts
Mercedes BA
HCSO BA
COR

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/03/2015 04:45 PM
Budget & Management	Veronica Ortiz	11/04/2015 08:19 AM
Manuel Chapa	Manuel Chapa	11/05/2015 01:42 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 11/02/2015 01:11 PM

Final Approval Date: 11/06/2015

OPSG Operations Order Worksheet

Date Received from the Field:	10/27/15
Date the Operations Order was Worked by OBP Ops:	10/27/15
Operations Order Number:	15-RGVRGV-11-001 Version 3
Operation start date:	10/01/2014

County:	Hidalgo
State:	Texas
Sector:	Rio Grande Valley

Grant Year: 2014

FY Award Amount/Balance: $0.00

Does the OpOrder OT Request Exceed 50% of the award? (Letter is needed if OT is over 50% because of Price Act):	Yes
OT Justification Letter Attached?:	Yes
Vehicle Justification Letter?:	N/A
Date Forwarded to SPPA:	10/27/2015

Overtime:	$1,180,579.06
Fringe:	$218,020.22
Equipment:	$0.00
Fuel:	$0.00
Maintanence:	$0.00
Milelage:	$142,225.79
Travel:	$0.00
County M&A:	$26,768.22
Total	$1,567,593.29

NOTES: First OPSG V 3

Reviewed by: *Gonzalo Ortega OPO - Ops East/Central*

Op. approved by: *Eduardo Sanchez Acting Associate Chief STC - Ops East/Central*

Kicked Back?:	No
Date of Kick Back:	N/A
Reason for Kick Back:	N/A
Date Returned from the Field:	N/A
Kicked Back a Second Time?:	N/A

NOTES:

U.S. Department of Homeland Security
Bureau of Customs and Border Protection
Frag Order Report

Op Order Name: OPSG Texas Hidalgo FY14
Op Order Number: 15-RGVRGV-11-001 Version 3
Op Dates: **From:** 10/1/2014 **To:** 08/31/2016
Report Date: 04/22/2015

Executive Summary

The Sheriff's Office maintains a collaborative working relationship with all local, state, and/or federal authorities. The Hidalgo County Sheriff's Office (HCSO), as a participating entity with Operation Stonegarden (OPSG) 2014, with the assistance of the seventeen (17) participating law enforcement agencies will increase enforcement efforts along identified routes of ingress and egress to include (but not limited to) U.S. Highways, 107, 281, Interstates 69, 2, Expressway 83, FM 186, FM 490, and FM 681. Intelligence information, to include prior statistical data, indicates that these are the primary routes utilized by the criminal element to further their illegal entry and smuggling activities to locations within the United States. The Hidalgo County Sheriff's Office with the assistance of local law enforcement agencies as well as state and federal agencies if needed may participate in additional required operations. Operations may be coordinated with state, federal and local border security surge operations over an extended period of time. Agencies participating in the operation will deploy available ground, air, and maritime assets to conduct fixed and mobile patrols of access points to known trafficking corridors in the immediate vicinity of the Rio Grande River and surrounding areas. The participation of these agencies, made possible by funding through OPSG, will significantly impact the ability of criminal organizations to operate within the Rio Grande Valley Sector Area of Responsibility (AOR). The enhanced enforcement posture will strengthen border security by providing a stronger defense in depth mechanism.

I. SITUATION

A. General Situation:

Hidalgo County is located within the AOR of the Rio Grande Valley Sector, Weslaco and McAllen Border Patrol Stations. Hidalgo County is the eighth largest county in the State of Texas and consist of 1,571 square miles and shares approximately 75 miles of international border with Mexico jurisdiction including a number of ingress/egress routes that lead to and from the immediate southern international boundaries of the Rio Grande River border area. Additionally, the County's jurisdiction includes a number of Ports of Entries which include Progreso, Donna, Pharr, Hidalgo, Los Ebanos (manual ferry/barge crossing) and Mission. There are also numerous major thoroughfares such as U.S. Expressway 83 which runs parallel east and west along the Rio Grande River, U.S. 281 which

leads in and out of the County in a north and south direction plus numerous highly traveled arteries. Hidalgo County is located between Cameron County and Starr County and bordered by Brooks County and Willacy County to the North. Hidalgo County's population according to the 2010 U.S. Census was 797,810; rural population consists of over 237,000.
Hidalgo County Sheriff's Office consists of two major divisions, detention and law enforcement. The detention facility which houses 1,200 inmates is staffed by 360 certified detention officers, law enforcement division consist of 293 certified law enforcement personnel, combined total of 653. In addition, HCSO has a civilian support staff which consists of 155 personnel. Hidalgo County is unique in comparison with other counties within Texas. Hidalgo County consists of twenty local municipalities each having its own law enforcement agencies, plus four (precincts) Constables Offices. Hidalgo County Sheriff's Office currently has sixteen (16) LEAs participating in Operation Stonegarden 2013.

B. Terrain/Weather:

Hidalgo County is comprised of 1,571 square miles of the Rio Grande delta. The northern part of the county has sandy and light loam soils over deep reddish or mottled, clayey sub soils, in some areas limestone lies within forty inches from the surface. The southern part of the county has moderately deep loamy surfaces over clayey sub soils.

Hidalgo County is in the south Texas plains vegetation area, which features; grasses, mesquite, live oaks, and chaparral. The climate is subtropical and sub-humid. Temperatures ranging from an average low of 47 °F/8 °C in January to an average high of 96°F/36°C in July; the average annual temperature is 73°F/23°C. Rainfall averages 23 inches (580 mm) a year, while the growing season lasts for 320 days of the year.

C. Criminal Element:

Organized Criminal elements both in Mexico and in United States use identified routes of ingress and egress through Hidalgo County to include U.S. Highways 107, 281, and Expressway 83, to further their criminal enterprise. Intelligence information, to include prior statistical data, indicates that these are the primary routes utilized by the criminal element to further their illegal entry and smuggling activities to locations throughout the United States.

D. Friendly Forces:

FEDERAL
- U.S. Border Patrol
- Homeland Security Investigations
- Federal Bureau of Investigation
- Drug Enforcement Administration

- Alcohol, Tobacco, Firearms, and Explosives
- U.S. Marshall's Service

STATE
- Texas Department of Public Safety
- Texas Parks and Wildlife

LOCAL
- Hidalgo County Sheriff's Office
- Hidalgo County Constable PCT 1
- Hidalgo County Constable PCT 2
- Hidalgo County Constable PCT 3
- Hidalgo County Constable PCT 4
- Alamo Police Department
- Donna Police Department
- Edinburg Police Department
- Hidalgo Police Department
- La Joya Police Department
- Mercedes Police Department
- Mission Police Department
- Palmview Police Department
- Peñitas Police Department
- Pharr Police Department
- San Juan Police Department
- Sullivan City Police Department
- Weslaco Police Department

II. MISSION

The mission of the Hidalgo County Sheriff's Office along with seventeen participating law enforcement agencies will be to provide an enhanced law enforcement visibility and capability within each LEA jurisdictional. This will substantially increase the probability of identification and/or apprehension of criminal elements operating within each LEA jurisdiction. The Sheriff's Office and seventeen participating LEA will accomplish this mission by working with identified agencies that include the U.S. Border Patrol, the Texas Department of Public Safety, and any other State or Federal law enforcement entities.

Funding obtained through OPSG 2014 will be utilized to accomplish a high visibility enforcement presence that will detect, deter and/or interdict criminal and terrorist activity occurring in and/around Hidalgo County. This will be accomplished through utilization of overtime as a force multiplier, operational cost such as fuel or mileage, and acquisition of specialized equipment and vehicles for this purpose.

III. EXECUTION

A. Management/Supervisor Intent:

Hidalgo County and the participating local agencies will enforce local/state laws within their jurisdiction and will not enforce immigration laws on behalf of CBP/Border Patrol. Each participating agency will conduct enforcement activities that have a nexus and contribute to border security.

Through collaboration with participating agencies, targeted areas of the county will increase the capability to prevent, protect against, and respond to border hazards. The collective collaboration of the participating agencies will provide an opportunity for intelligence based operations and further refinement of deployment strategies.

B. General Concept:

Through OPSG 2014 approved funding, participating agencies will enhance their current deployment capabilities through expenditure of overtime and equipment acquisition. Deployment strategies will be adjusted based on intelligence information and historical data that supports the need for increased operations within certain areas of the county. Intelligence liaisons between the U.S. Border Patrol, Weslaco and McAllen Station and the participating agencies, will facilitate the exchange of information to ensure resource deployments are consistent with current and developing intelligence information. The Operation will center its efforts around the prevention, detection and interdiction of crimes and criminals who have a border security nexus. OSG does not authorize extension of Federal authority to State or local law enforcement agencies to enforce Federal immigration laws. When Federal immigration violations are encountered, state and local agencies may refer those violations to the Border Patrol for appropriate action.

C. Specific Responsibilities:

1. Hidalgo County Sheriff's Office (HCSO):

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG 14 HCSO will provide eleven (11) uniformed deputies in marked vehicles to actively patrol US Expressway 83, Highway 281, Military Highway 1016, FM 492, Loop 374, FM 886, FM 2221, State Highway 107, FM 1925 and corridors between the Border Patrol checkpoints and border egress routes including, FM 907, FM 2812, FM 681, FM 1015, FM 491, FM 88, FM 493, FM 186, FM 1017, and FM 490.

HCSO will have the eleven (11) uniformed deputies to enforce state law and local ordinances against violators in the target areas to help reduce criminal activity associated with drugs, humans, weapons and U.S. Currency smuggling and any and all criminal activity that places U.S. citizens and all persons within Hidalgo County at risk of endangerment.
In order support the deputies on the field, HCSO will have one (1) Communications officer to assist in dispatching field deputies in regards to Stonegarden operations.

HCSO will have one accountant and two administrative assistants which will assist in the management and administration of Stonegarden grant. One accountant at the Hidalgo County Auditors' Office will be assigned to work on the management and administration of the Stonegarden grant.

2. Hidalgo County Constable Precinct 1:

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, FM 1015, FM 491 and Military Highway 281). During OPSG 14 Hidalgo County Precinct 1 Constable's Office will provide eight (8) uniformed deputies in marked vehicles to actively patrol the Precinct 1 area and will assist the Hidalgo County Sheriff's Office to patrol the 75 miles of US/ Mexico Border on an as needed basis.

3. Hidalgo County Constable Precinct 2:

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG 14 Hidalgo County Precinct 2 Constable's Office will provide ten (10) uniformed deputies in marked vehicles to actively patrol the Precinct 2 area and will assist the Hidalgo County Sheriff's Office to patrol the US/Mexico Border.

4. Hidalgo County Constable Precinct 3:

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG 14 Hidalgo County Precinct 3 Constable's Office will provide twelve (12) uniformed deputies in marked vehicles to actively patrol the Precinct 3 area and will assist the Hidalgo County Sheriff's Office to patrol the US/ Mexico Border that is in the Precinct 3 area.

5. Hidalgo County Constable Precinct 4:

Hidalgo County Constable Precinct 4 will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. During OPSG 14 Hidalgo County Precinct 4 Constable's Office will provide nine (9) uniformed deputies in marked vehicles to actively patrol the Precinct 4 area and assist the Hidalgo County Sheriff's Office in their efforts to meet the goals of OPSG 14.

6. Alamo Police Department:

The Alamo Police Department will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. The Alamo Police Department will have one (1) officer working four days a week which will aggressively patrol its area of responsibility focusing on illegal immigrant smuggling and narcotics trafficking in efforts to curb and/or eliminate criminal activity. The Alamo Police Department will also cooperate with local, state and federal agencies and share criminal intelligence gathered throughout the operational period.

7. Donna Police Department:

The Donna Police Department will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. Donna P.D. on a weekly basis will have a total of four (4) officer's patrol the 12 miles of US/Mexico border. These officers will protect the citizens of the US and Hidalgo County against those who enter into the US with the sole purpose of engaging in criminal activities.

8. Edinburg Police Department:

The Edinburg Police Department will increase law enforcement in areas identified as alien smuggling and/or drug smuggling routes within the City of Edinburg. Edinburg Police Department will have a total of three (3) officers working six hours a day under this operational plan. Edinburg has over 14 miles of US Hwy 281 which has been identified as one of the major smuggling routes in the country, with illegal aliens and drugs going north and illicit monies and weapons coming south. OPSG 14 will be utilized by the Edinburg Police Department to disrupt criminal activities along, and surrounding the US Hwy 281 corridor. This is to include roads that feed US Hwy 281, such as Bus. Hwy 281 (Closner Blvd.), State Hwy 107 (University Dr), FM 1925 (Monte Cristo Rd), etc; ancillary roads such as Mon Mack Rd, McColl Rd, FM 3420 (Jackson Rd), FM 1426 (Raul Longoria Rd), etc. and any other locations that are identified through investigation as being used for smuggling activities. Officers will be enforcing state and local laws.

9. Hidalgo Police Department:

The Hidalgo Police Department will increase law enforcement presence/patrol activity in the area surrounding the Hidalgo POE and border egress routes within the city. Hidalgo Police Department will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. Hidalgo Police Department will provide three (3) uniformed officers in marked vehicles (i.e. patrol units, all-terrain vehicles, bicycles, etc.) to actively patrol border egress routes in Spur 115, SH336, US Military 281, and McColl Road, Jackson Road.

10. La Joya Police Department:

The La Joya Police Department estimates that officers may work from a minimum of one officer to two officers per shift of overtime enforcement. All certified peace officers from the rank of Chief would be eligible to participate in Operation Stonegarden. This overtime would act as a force multiplier for the La Joya Police Department and would greatly increase border security. The La Joya Police Department will have a total of eleven (11) Officers set at different times which will patrol the city of La Joya during the participation of Operation Stonegarden. These units will be very visible and will address human and narcotic smuggling through the city and will provide assistance to any participating agency requesting assistance.

11. Mercedes Police Department:

Mercedes Police Dept. will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. Mercedes P.D., on a weekly basis, will have a total of two (2) Mercedes Officers patrol corridors leading from the US/Mexico border and into town along with the 11.2 square miles of jurisdiction within the city limits of Mercedes. These officers will protect the citizens of the US, the city of Mercedes, and Hidalgo County against those who enter into the US with the sole purpose of engaging in criminal activities.

12. Mission Police Department:

Mission Police Department will curtail illegal activities in their community, especially along the eighteen (18) miles of jurisdiction bordering Texas/ Mexico border along the Rio Grande River, and their port of entry (Anzalduas International Bridge). One of the main purposes of this operation is to reduce the threat of border incursions, which include drug trafficking and human smuggling, among other increases in border violence. The Mission

Police Department estimates that six (6) officers will work this operational plan. Their efforts to obtain these objectives will be by increasing law enforcement presence and special operations on routes of border egress within the City of Mission and ultimately to deter crime in our community.

13. Palmview Police Department:

The Palmview Police Department will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. The Palmview Police Department will aggressively patrol its area of responsibility by placing twenty (20) officers focusing on illegal immigrant smuggling and narcotics trafficking in efforts to curb and/or eliminate criminal activity. The Palmview Police Department will also cooperate with local, state and federal agencies and share criminal intelligence gathered throughout the operational period.

14. Peñitas Police Department:

Peñitas Police Dept. will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. Peñitas P.D., on a daily basis, will have a total of two (2) officers patrol the US/Mexico border that is within their jurisdiction. These officers will protect the citizens of Hidalgo County against those who enter into United States with the sole purpose of engaging in criminal activities.

15. Pharr Police Department:

Pharr Officers have seen an increase in border violence in the neighboring Mexico cities of Reynosa and Rio Bravo. Numerous sources indicate that there have been gun battles and casualties between various Drug Trafficking Organizations (DTO's). Because of the proximity and direct access to the U.S. via the Pharr Port of Entry (POE), the realization of a Mexican incursion is a possibility. The public areas surrounding the Pharr POE provide platforms, which may facilitate this type of incursion. The Pharr POD has become a nexus for DTO's for narcotic and human smuggling organizations, due to its vital commercial route that DTO's have tried to exploit and use to their advantage. The Pharr Police Department will be able to increase and provide law enforcement presence by placing twenty (20) officers throughout the duration of Operation Stonegarden. The overtime and specialized equipment will be utilized to serve and protect the citizens of the United States and the City of Pharr from those criminal minded illegal immigrants who enter the U.S. for the sole purpose of committing criminal acts.

16. San Juan Police Department:

The San Juan Police Department (SJPD) will reduce threat of border incursions and exercise risk management in relation to anti-smuggling efforts by increasing law enforcement presence and special operations on routes of border egress in the Weslaco Station AOR. San Juan Police Department will utilize Stonegarden funding for overtime and equipment in order to increase law enforcement presence/patrol activity in the area surrounding Weslaco Station' Critical Transit Nodes (Expressway 83, FM 1426). SJPD will not enforce Title 8 (US Immigration law). SJPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. SJPD will provide four (4) uniformed officers in marked vehicles to actively patrol the Expressway 83, North and South FM 1426, South Stewart Road, Military Hwy 281, Cesar Chavez Road and "I" road. Officers and police vehicles assigned to this operation will concentrate in the above mentioned target areas with the goal of enforcing state laws such as, but not limited to, intercepting illegal drugs and other anti-smuggling efforts. The overtime would act as a force multiplier for the SJPD and would greatly increase border safety and security.

17. Sullivan City Police Department:

The Sullivan City Police Department will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. The Sullivan City Police Department will aggressively patrol its area of responsibility by placing nine (9) uniformed officers to focus on illegal immigrant smuggling and narcotics trafficking in efforts to curb and/or eliminate criminal activity. The Sullivan City Police Department will also cooperate with local, state and federal agencies and share criminal intelligence gathered throughout the operational period.

18. Weslaco Police Department:

The City of Weslaco Police Department will consistently participate in the daily operations, goals and objectives set forth within the operational plan for Operation Stonegarden. The City of Weslaco Police Department, on a scheduled daily basis, will contribute the deployment of two (2) Police Officers and one (1) Lieutenant-level Officer for a total of three (3) officers to patrol the 1,241 miles of the Texas / Mexico Border along the Rio Grande River and assist within the 1,600 square-mile jurisdiction within Hidalgo County, Texas if need be. These Officers will protect the citizens of the U.S. and Hidalgo County against those who enter into U.S. sovereign territory with the purpose of engaging in criminal activities. These Officers also will coordinate with other agencies, including the Hidalgo County Sheriff's Office, to effectively promote the safety and welfare of the citizens of the City of Weslaco and Hidalgo County, Texas.

D. Coordinating Instructions:

The Rio Grande Valley (RGV) Chief Patrol Agent will have operational oversight and in coordination/collaboration with OPSG stakeholders, will determine which areas will be the focus of operations. RGV and local participating agencies will be executing a quarterly OPSG operational plan for submission to Office of Border Patrol. RGV stations will be responsible for OPSG related enforcement activities and intelligence sharing within their respective AORs. An Incident Command System (ICS) may be utilized to facilitate sector-wide coordination and monitoring of OPSG activities as warranted during special operations. RGV stations along with State and local representatives will ensure daily OPSG activities within their respective AOR are monitored and reported accordingly. Border Patrol Stations will be responsible for reporting OPSG related intelligence to the RGV Sector Intelligence Unit (SIU) as appropriate.

Each participating OPSG agency will have a designated management representative as noted in the Command and Control section of this operational plan.

Activity Reporting-
At the conclusion of each shift/operation, OPSG state/local law enforcement officers will complete an Activity Report (AR). The AR will be submitted via email to RGV Headquarters and County Headquarters. RGV OPSG Group will be responsible for compiling daily activity reports and the Hidalgo County Auditor's Office will be responsible for tracking OPSG expenditures. Weekly Activity and After-Action Reports will be completed by RGV OPSG Group and submitted via email to OBP.

Information Sharing-
All source documents (e.g. arrest reports, citations, field interviews, etc.) will be sent to RGV-SIU for evaluation. Items of interest will be developed by the RGV-SIU and forwarded to station Border Patrol Agent-Intelligence (BPA-I), Participating Agencies, and the OPSG IPT for action.

Intelligence Products-
Intelligence products including mapping, trend analysis, community impact, and target files will be developed via a collaborative effort between RGV-SIU and the participating agencies.

Performance Metrics-
OPSG impact on border security and public safety will be gauged by several mechanisms:

• Statistically tracked events such as traffic stops, citations, misdemeanor/felony arrests, and contraband seizures in OPSG target areas

• Intelligence evaluation of OPSG effect on targeted criminal organizations and their activities
• Third party indicators ascertained via crime statistical analysis and community impact data developed by the participating agency.

IV. ADMINISTRATION/LOGISTICS

A. Cost Estimates/Funding Issues:

A.1 Cost Estimates/Funding Requests

1st Tactical Period (October 1, 2014 through March 31, 2015)

Hidalgo County Sheriff's Office

12,311.228 Operational overtime hours @ avg. OT rate $35.87/hr.	
Total overtime	$441,603.75
Total fringe (OT x 22%)	$97,152.83
(AEL 130.OS.01.OTSG)	
1,114.781 Operational overtime hours (Communications Officer) @ avg. OT rate $24.59/hr.	
Total overtime	$27,412.46
Total fringe (OT x 22%)	$6,030.74
(AEL 130.OS.01.OTSG)	
M&A (Sheriff's Office/Auditors Office)	
TOTAL M&A	$26,768.22
(AEL 100-HF-01-GASB)	
Mileage 130,611.11 miles X .560 per mile	$73,142.22
(AEL 130FC.01MILE)	
Eight (8) 2015 Chevrolet Tahoes or equivalent with police package to include: overhead emergency lighting, prisoner cages, computer/laptops, laptop stands, software, modem, shotgun mounts, in-car video camera system, radar and console placement @ $57,066.24 ea.	$456,529.92
(AEL 21OS-01-EQUP)	
HCSO Subtotal	**$1,128,640.14**

Hidalgo County Constable PCT 1

512.9909 Operational overtime hours @ avg. OT rate $29.60	
Total overtime	$15,184.53
Total fringe (OT x 22%)	$3,340.60
(AEL 130.OS.01.OTSG)	
Mileage 7,033.07 X .560 per mile	$3,938.52
(AEL 130FC.01MILE)	
One (1) 2015 Fully Equipped Patrol Vehicle	$30,000.00
(AEL 21OS-01-EQUP)	
One (1) Police package to include police lighting, radar, camera system, gun racks, cages, decals, radio and radar and console placement, etc.	$25,072.71
(AEL 21OS-01-EQUP)	
HC PCT 1 Subtotal	**$77,536.36**

Hidalgo County Constable PCT 2

1,376.1177 Operational Overtime hours @ avg. OT rate $29.81/hr.	
Total overtime	$41,022.08
Total fringe (OT x 22%)	$9,024.85
(AEL 130.OS.01.OTSG)	
Mileage 4,380.47 X .560 per mile	$2,453.07
(AEL 130FC.01MILE)	
One (1) 2015 Chevrolet Tahoe or equivalent (Fully equipped with police package to include: overhead emergency lighting, prisoner cages,	

computer/laptops, laptop stands, software, modem, shotgun mounts, in-car video camera system, radar and console placement) $45,000.00
(AEL 21OS-01-EQUP)

One (1) APX-radio (to be installed in vehicle) $7,000.00
(AEL 21OS-01-SPEC)

One (1) Panasonic tough book (to be installed in vehicle)$ 3,000.00
(AEL 21OS-01-SPEC)

One (1) Used Chevy Tahoe or equivalent $10,000.00
(AEL 21OS-01-EQUP)

HC PCT 2 Subtotal **$117,500.00**

Hidalgo County Constable PCT 3

1,259.99 Operational overtime hours @ avg. rate $31.51/hr.
Total overtime $39,699.45
Total fringe (OT x 22%) $8,733.88
(AEL 130.OS.01.OTSG)

Mileage 17,036.44 miles X .560 per mile $9,540.56
(AEL 130FC.01MILE)

Two (2) 2015 Fully Equipped Patrol Vehicles $ 64,000.00
(AEL 21OS-01-EQUP)

Two (2) full patrol packages @ $10,026.12 ea. $20,052.23
(AEL 21OS-01-EQUP)

HC PCT 3 Subtotal **$142,026.12**

Hidalgo County Constable PCT 4

1,152.1518 Operational overtime hours @ avg. OT rate $33.72/hr.
Total overtime $38,850.56
Total fringe (OT x22%) $ 8,547.12
(AEL 130.OS.01.OTSG)

Mileage 12,682.70 miles X .560 per mile (AEL 130FC.01MILE)	$7,102.32
One (1) 2015 Law Enforcement Patrol Vehicle To include: overhead emergency lighting, communications Radio, radar, computer/laptop, modem, shotgun/laptop Mounts, camera system (AEL 21OS-01-EQUP)	$51,000.00
HC PCT 4 Subtotal	**$ 105,500.00**

Alamo Police Department

660 Operational overtime hours @ avg. OT rate $30.00/hr.	
Total overtime	$19,800.00
Total fringe (OT x 20.26%) (AEL 130.OS.01.OTSG)	$4,011.48
Mileage 5,840 miles X .560 per mile (AEL 130FC.01MILE)	$3,270.40
Two (2) Used Chevrolet Tahoe or equivalent to include emergency equipment: emergency lights, siren, cages, lap top mount, mobile radio, video system and graphics. (AEL 21OS-01-EQUP)	$25,836.24
Alamo Subtotal	**$52,918.12**

Donna Police Department

936.095 Operational overtime hours @ avg. OT rate $24.63/hr.	
Total overtime	$23,056.02
Total fringe (OT x16.49%) (AEL 130.OS.01.OTSG)	$3,801.94
Mileage 5,538 miles X .560 per mile (AEL 130FC.01MILE)	$3,101.28
One (1) 2015 Ford Explorer Unit or equivalent With police package installed (AEL 21OS-01-EQUP)	$40,081.53

Donna Subtotal	**$70,040.77**

Edinburg Police Department

1,512 Operational overtime hours @ avg. OT rate $45.00/hr.	
Total overtime	$68,040.00
Total fringe (OT x 25.72%)	$17,499.89
(AEL 130.OS.01.OTSG)	
Mileage 25,949.15 miles X .560 per mile	$14,531.52
(AEL 130FC.01MILE)	
Two (2) 2015 Ford Explorer or equivalent @ $28,974.00 ea.	$57,948.00
(AEL 21OS-01-EQUP)	
Two (2) full patrol packages to include: police radio, stripe kit, center console for radio, overhead lights and siren, coban in car video system, radar unit, rifle rack, push bumper, and installation @ $20,954.59 ea.	$41,909.18
(AEL 21OS-01-EQUP)	
Edinburg Subtotal	**$ 199,928.59**

Hidalgo Police Department

3,203.728 Operational overtime hours @ avg. OT rate $20.88/hr.	
Total overtime	$66,893.84
Total fringe (OT x21.98%)	$14,703.27
(AEL 130.OS.01.OTSG)	
Mileage 21,840 miles X .560 per mile	$12,230.40
(AEL 130FC.01MILE)	
One (1) 2015 Ford F-150 Crew cab or equivalent with police package to include: overhead emergency lighting, prisoner cages, computer/laptops, laptop stands, software, modem, shotgun mounts, in-car video camera system, radar and console placement	$45,095.00

(AEL 21OS-01-EQUP)

One (1) SkyCop Surveillance Systems Solar power with day/thermal cams (AEL 21OS-01-SPEC)	$67,250.00
Hidalgo Subtotal	**$206,172.51**

La Joya Police Department

925.3586 Operational overtime hours @ avg. OT rate $23.76/hr.	
Total overtime	$21,986.52
Total fringe (OT x 16.45%) (AEL 130.OS.01.OTSG)	$3,616.78
Mileage 4,726.24 miles X .560 per mile (AEL 130FC.01MILE)	$2,646.70
Two (2) APX 6000 P25 Portable Radios @ $6,250.00 each (AEL 21OS-01-SPEC)	$12,500.00
One (1) 2015 Chevrolet Tahoe or equivalent with police package Including: rear partitions, console, emergency lights and siren, Push bumper, watch guard 4RE dash camera, decals, and radar (AEL 21OS-01-EQUP)	$31,000.00
La Joya Subtotal	**$71,750.00**

Mercedes Police Department

904.902 Operational overtime hours @ avg. OT rate $32.24/hr.	
Total overtime	$29,174.04
Total fringe (OT x 31.51%) (AEL 130.OS.01.OTSG)	$9,192.74
Mileage 6,637.20 miles X .560 per mile (AEL 130FC.01MILE)	$3,716.84
One (1) new 2015 police package Chevy Tahoe or equivalent to include: graphics, console with accessories and mounting equipment, emergency lighting, radar unit, mobile DVR system, push bumper, siren, siren speaker, gun rack and rear storage organizer, computer/laptop,	$64,934.78

dual band radio, Whelen light bar, siren speaker, siren box and controller (AEL 21OS-01-EQUP)	
One (1) Steiner Military Binoculars @ $899.99 **(Difference of $1.99 to be paid with City funds)** (AEL 21OS-01-SPEC)	$898.00
Mercedes Subtotal	**$107,916.40**

Mission Police Department

2,016.041 Operational overtime hours @ avg. OT rate $35.83/hr.	
Total overtime	$72,234.75
Total fringe (OT x 19.41%) (AEL 130.OS.01.OTSG)	$14,020.76
Mileage 11,700 miles X .560 per mile (AEL 130FC.01MILE)	$6,552.00
One (1) Fully equipped 2015 police vehicle to include: anti-theft device, radar, L3 Comm. Mobile Vision PCS Mobile-Panasonic laptop, police safety package to include: red/blue overhead light bars, siren, cage, plexi-glass partition, push bars, police radio, weapon mount, rear seat, emergency side lights (AEL 21OS-01-EQUP)	$60,445.00
Four (4) Off-Road Vehicles (ATV) @ $10,500 ea. (AEL 21OS-01-SPEC)	$42,000.00
Two (2) enclosed trailers to carry ATV's @ $5,500.00 ea. (AEL 21OS-01-SPEC)	$11,000.00
Four (4) Full face helmets @ $155.00 ea. (AEL 21OS-01-SPEC)	$620.00
Three (3) Glove sets @ $40.00 ea. (AEL 21OS-01-SPEC)	$120.00
Four (4) Goggles @ $50.00 ea. (AEL 21OS-01-SPEC)	$200.00
Mission Subtotal	**$ 207,192.51**

Palmview Police Department

1,125 Operational overtime hours @ avg. OT rate $36/hr.	
Total overtime	$40,500.00
Total fringe (no fringes being claimed)	$ 0.00
(AEL 130.OS.01.OTSG)	
Mileage (no mileage being claimed)	$0.00
(AEL 130FC.01MILE)	
One (1) FLIR Thermal Image Monocular @ $7,139.00	$5,985.00
(Difference of $1,154.00 to be paid with City funds)	
(AEL 210S-01-SPEC)	
Two (2) ATV's 2014 Outlander 1000 Max w/ accessories @ $30,780.35 total	$28,315.00
(Difference of $2,465.35 to be paid with City funds)	
(AEL 21OS-01-SPEC)	
Fourteen (14) Mobile Data terminal installation of AVL Software for patrol fleet @ $10,475	$9,700.00
(Difference of $775.00 to be paid with City funds)	
(AEL 04AP-07-INVN)	
Palmview Subtotal	**$84,500.00**

Peñitas Police Department

1,460 Operational overtime hours @ avg. OT rate $21.51/hr.	
Total overtime	$31,404.60
Total fringe (OT x 7.65% FICA only being claimed)	$2,402.45
(AEL 130.OS.01.OTSG)	
Mileage (no mileage being claimed)	$0.00
(AEL 130FC.01MILE)	
One (1)2015 Chevrolet Tahoe PPV or equivalent Fully equipped to include: Fleet Safety Equipment (lights, sirens, cage, etc.) and One safety vision camera (to be installed in vehicle)	$46,073.56
(AEL 21OS-01-EQUP)	
Peñitas Subtotal	**$79,880.61**

Pharr Police Department

2,720 Operational overtime hours @ avg. OT rate $33.00/hr.	
Total overtime	$89,760.00
Total fringe (no fringes being claimed)	$0.00
(AEL 130.OS.01.OTSG)	
Mileage (no mileage being claimed)	$0.00
(AEL 130FC.01MILE)	
Equipment /Technology	
One (1) Skywatch Tower (Sentinel) equipped with	
4 thermal sensitive cameras, a high power spot light,	
With several sensors in/and around the platform tower	$113,218.00
(AEL 21OS-01-SPEC)	
One (1) Diesel generator (permanent, attached and secured	
to skybox, not construction)	$7,262.00
(AEL 21OS-01-SPEC)	
Pharr Subtotal	**$210,240.00**

San Juan Police Department

1,080.06 Operational overtime hours @ avg. OT rate $30.61/hr.	
Total overtime	$33,060.63
Total fringe (OT x 12.8%)	$4,231.77
(AEL 130.OS.01.OTSG)	
Mileage (no mileage being claimed)	$0.00
(AEL 130FC.01MILE)	
One (1) 2015 fully equipped Chevy Silverado	
Crew cab LT or equivalent	$32,577.00
(AEL 21OS-01-EQUP)	
One (1) 2015 fully equipped Dodge Durango or equivalent	$ 38,981.00
(AEL 21OS-01-EQUP)	
One (1) Tool box and cover	$3,857.20
(AEL 21OS-01-SPEC)	

San Juan Subtotal	**$112,707.60**

Sullivan City Police Department

1,350 Operational overtime hours @ avg. OT rate $20.72/hr.	
Total overtime	$27,965.63
Total fringe (OT x 7.65%FICA only being claimed)	$2,139.37
(AEL 130.OS.01.OTSG)	
Mileage (no mileage being claimed)	$0.00
(AEL 130FC.01MILE)	
One (1) 2015 Police Cruiser with Police Package or equivalent	
To include:	
Inner interior lightbar, liberty lightbar,	
Headlight/taillight flasher, LED spotlight, speaker,	
Siren light controller, TAD8 Traffic Advisor, ETC.	$39,790.00
(AEL 21OS-01-EQUP)	
Sullivan City Subtotal	**$ 69,895.00**

Weslaco Police Department

1,248.06 Operational overtime hours @ avg. OT rate $42.41/hr.	
Total overtime	$52,930.22
Total fringe (OT x 18.08%)	$9,569.78
(AEL 130.OS.01.OTSG)	
Mileage (no mileage being claimed)	$0.00
(AEL 130FC.01MILE)	
Weslaco Subtotal	**$62,500.00**

Cost Estimates Phase 1:

General Cost:	$1,681,477.18
OT Cost:	$ 1,425,367.55
Total Cost:	$3,106,844.73

2nd Tactical Period (April 1, 2015 through August 31, 2015)

Hidalgo County Sheriff's Office

12,311.228 Operational overtime hours @ avg. OT rate $35.87/hr.	
Total overtime	$ 441,603.75
Total fringe (OT x 22%)	$ 97,152.83
(AEL 130.OS.01.OTSG)	
1,114.781 Operational overtime hours (Communications Officer) @ avg. OT rate $24.59/hr.	
Total overtime	$27,412.46
TotalFringe(OTx22%)	$6,030.74
(AEL 130.OS.01.OTSG)	
M&A (Sheriff's Office/Auditors Office)	
TOTAL M&A	$26,768.22
(AEL 100-HF-01-GASB)	
Mileage 130,611.0715 miles X .560 per mile	$73,142.20
(AEL 130FC.01MILE)	
HCSO Subtotal	**$ 672,110.20**

Hidalgo County Constable PCT 1

512.9909 Operational overtime hours @ avg. OT rate $29.60	
Total overtime	$ 15,184.53
Total fringe (OT x 22%)	$ 3,340.59
(AEL 130.OS.01.OTSG)	
Mileage 7,033.07 X .560 per mile	$3,938.52
(AEL 130FC.01MILE)	
HC PCT 1 Subtotal	**$22,463.64**

Hidalgo County Constable PCT 2

1,376.1177 Operational Overtime hours @ avg. OT rate $29.81/hr.	
Total overtime	$41,022.08
Total fringe (OT x 22%)	$9,024.85
(AEL 130.OS.01.OTSG)	
Mileage 4,380.48 X .560 per mile	$ 2,453.07
(AEL 130FC.01MILE)	
HC PCT 2 Subtotal	**$ 52,500.00**

Hidalgo County Constable PCT 3

1,259.99 Operational overtime hours @ avg. rate $31.51/hr.	
Total overtime	$ 39,699.45
Total fringe (OT x 22%)	$ 8,733.88
(AEL 130.OS.01.OTSG)	
Mileage 17,036.7 miles X .560 per mile	$ 9,540.55
(AEL 130FC.01MILE)	
HC PCT 3 Subtotal	**$ 57,973.88**

Hidalgo County Constable PCT 4

1,152.1518 Operational overtime hours @ avg. OT rate $33.72/hr.	
Total overtime	$ 38,850.56
Total fringe (OT x22%)	$ 8,547.13
(AEL 130.OS.01.OTSG)	
Mileage 12,682.70 miles X .560 per mile	$ 7,102.31
(AEL 130FC.01MILE)	
HC PCT 4 Subtotal	**$ 54,500.00**

Alamo Police Department

660 Operational overtime hours @ avg. OT rate $30.00/hr.	
Total overtime	$ 19,800.00

Total fringe (OT x 20.26%) (AEL 130.OS.01.OTSG)	$4,011.48
Mileage 5,840 miles X .560 per mile (AEL 130FC.01MILE)	$3,270.40
Alamo Subtotal	**$27,081.88**

Donna Police Department

936.095 Operational overtime hours @ avg. OT rate $24.63/hr.	
Total overtime	$23,056.02
Total fringe (OT x16.49%) (AEL 130.OS.01.OTSG)	$3,801.93
Mileage 5,538 miles X .560 per mile (AEL 130FC.01MILE)	$3,101.28
Donna Subtotal	**$29,959.23**

Edinburg Police Department

1,512 Operational overtime hours @ avg. OT rate $45.00/hr.	
Total overtime	$68,040.00
Total fringe (OT x 25.72%) (AEL 130.OS.01.OTSG)	$17,499.89
Mileage 25,949.4 miles X .560 per mile (AEL 130FC.01MILE)	$14,531.52
Edinburg Subtotal	**$100,071.41**

Hidalgo Police Department

3,203.728 Operational overtime hours @ avg. OT rate $20.88/hr.	
Total overtime	$66,893.83
Total fringe (OT x21.98%) (AEL 130.OS.01.OTSG)	$14,703.26
Mileage 21,840 miles X .560 per mile (AEL 130FC.01MILE)	$12,230.40
Hidalgo Subtotal	**$93,827.49**

La Joya Police Department

925.3586 Operational overtime hours @ avg. OT rate $23.76/hr.	
Total overtime	$21,986.52
Total fringe (OT x 16.45%)	$3,616.79
(AEL 130.OS.01.OTSG)	
Mileage 4,726.23 miles X .560 per mile	$2,646.69
La Joya Subtotal	**$28,250.00**

Mercedes Police Department

904.902 Operational overtime hours @ avg. OT rate $32.24/hr.	
Total overtime	$29,174.03
Total fringe (OT x 31.51%)	$9,192.74
(AEL 130.OS.01.OTSG)	
Mileage 6,637.20 miles X .560 per mile	$3,716.83
(AEL 130FC.01MILE)	
Mercedes Subtotal	**$42,083.60**

Mission Police Department

2,016.0407 Operational overtime hours @ avg. OT rate $35.83/hr.	
Total overtime	$72,234.74
Total fringe (OT x 19.41%)	$14,020.75
(AEL 130.OS.01.OTSG)	
Mileage 11,700 miles X .560 per mile	$6,552.00
(AEL 130FC.01MILE)	
Mission Subtotal	**$92,807.49**

Palmview Police Department

1,125 Operational overtime hours @ avg. OT rate $36/hr.	
Total overtime	$40,500.00
Total fringe (no fringes being claimed)	$0.00
(AEL 130.OS.01.OTSG)	
Mileage (no mileage being claimed)	$0.00
(AEL 130FC.01MILE)	
Palmview Subtotal	**$40,500.00**

Peñitas Police Department

1,460 Operational overtime hours @ avg. OT rate $21.51/hr.	
Total overtime	$31,404.60
Total fringe (OT x 7.65% FICA only being claimed) (AEL 130.OS.01.OTSG)	$2,402.45
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
Peñitas Subtotal	**$33,807.05**

Pharr Police Department

2,720 Operational overtime hours @ avg. OT rate $33.00/hr.	
Total overtime	$89,760.00
Total fringe (no fringes being claimed) (AEL 130.OS.01.OTSG)	$0.00
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
Pharr Subtotal	**$89,760.00**

San Juan Police Department

1,080.06 Operational overtime hours @ avg. OT rate $30.61/hr.	
Total overtime	$33,060.64
Total fringe (OT x 12.8%) (AEL 130.OS.01.OTSG)	$4,231.76
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
San Juan Subtotal	**$37,292.40**

Sullivan City Police Department

1,350 Operational overtime hours @ avg. OT rate $20.72/hr.	
Total overtime	$27,965.63
Total fringe (OT x 7.65%FICA only being claimed) (AEL 130.OS.01.OTSG)	$ 2,139.37
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
Sullivan City Subtotal	**$30,105.00**

Weslaco Police Department

1,248.06 Operational overtime hours @ avg. OT rate $42.41/hr.	
Total overtime	$52,930.22
Total fringe (OT x 18.08%) (AEL 130.OS.01.OTSG)	$9,569.78
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
Weslaco Subtotal	**$ 62,500.00**

Cost Estimates Phase 2:

General Cost:	$ 142,225.79
OT Cost:	$1,425,367.48
Total Cost:	$1,567,593.27

TOTAL PHASE 1 AND 2

General Cost:	$ 1,823,702.97
OT Cost:	$ 2,850,735.03
Total Cost:	$ 4,674,438.00

B. Travel:

Not Applicable

C. Lodging:

Not Applicable

D. Reception of Detailed Personnel:

Not Applicable

E. Uniform and Equipment:

Not Applicable

F. Special Equipment:

See Cost Estimates/Funding Issues

G. Alien Processing:

Individuals encountered during enforcement efforts that are determined to be undocumented aliens will be turned over to Border Patrol for processing and disposition, unless otherwise specified (e.g. those individuals wanted for state crimes). Custody of seized contraband will be the responsibility of the arresting agency and will be processed in accordance with existing federal, state, and local policies.

H. Medical:

Medical emergencies will be coordinated as per the County's safety protocol.

I. Detention/Transportation:

Alien detention and transportation will be coordinated with the Border Patrol.

J. Vehicles:

State and local law enforcement vehicles will be used in support of this operation. Fuel, mileage, and maintenance costs may be reimbursed in whole or in part for those vehicles utilized in OPSG related operations.

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

Participating agencies will maintain their individual chains of command as dictated by internal policies and guidelines. Operations Orders for specific Stonegarden enforcement efforts will be approved by the Chief Patrol Agent, Rio Grande Valley Sector, followed by Office of Border Patrol and FEMA prior to funding.

1. Border Patrol	CPA Kevin W. Oaks	956-289-4800
2. HCSO	Sheriff J.E. "Eddie" Guerra	956-383-8114
3. HC PCT 1	Constable Celestino Avila	956-447-3775
4. HC PCT 2	Constable Martin Cantu	956-784-3510
5. HC PCT 3	Constable Larry Gallardo	956-581-6800
6. HC PCT 4	Constable Atanacio " J.R." Gaitan	956-383-8560
7. Alamo P.D.	Chief Arturo Espinoza	956-787-1454
8. Donna P.D.	Chief Ruben De Leon	956-464-4481
9. Edinburg P.D.	Chief Rolando Castaneda	956-383-7411
10. Hidalgo P.D.	Chief Rodolfo Espinoza	956-843-2737
11. La Joya	Chief Geovani Hernandez	956-585-4855
12. Mercedes P.D.	Chief Olga Maldonando	956-565-3102
13. Mission P.D.	Chief Robert Dominguez	956-584-5000
14. Palmview P.D.	Chief Chris R. Barrera	956-581-7416
15. Peñitas P.D.	Chief Roel Bermea	956-583-0050
16. Pharr P.D.	Chief Ruben Villescas	956-787-8546
17. San Juan P.D.	Chief Juan Gonzalez	956-787-9904
18. Sullivan City P.D.	Chief Miguel Martinez	956-485-9208
19. Weslaco P.D.	Interim Chief Sergio Ramirez	956-968-8591

B. Unit Command:

RGV Sector Headquarters (956) 289-4800
CPA Kevin Oaks

ACPA Robert L. Carr

McAllen Border Patrol Station (Hidalgo County)
PAIC Felix Cantu Jr.
956-217-3800

Weslaco Border Patrol Station (Hidalgo County)
PAIC Hector Escamilla
956-647-8800

C. Communication Details:

The Hidalgo County Sheriff Office along with the participating agencies will be in accordance with existing communications policies for each agency and station area of operations.

D. Map Coordinates:

Notes: Hidalgo County is located in the southern district of Texas and is bordered by Cameron County on the east, Brooks County on the North, Starr County on the West and Mexico to the south. Hidalgo County is the eighth (8th) largest county in Texas. Hidalgo County is 1,571 square miles, and shares 75 miles of international border with Mexico. Its elevation ranges from forty (40) to two hundred (200) feet. The center point of the county is as follows:

	Longitude	**Latitude**
Degrees : Minutes : Seconds	98 : 19 : 57	26 : 28 : 15
Decimal	-98.33246	26.47073

Location Zone: Hidalgo County

ANNEX

A. Administration Annex:

The RGV Stations will serve as the Hub for all apprehensions occurring in the Hidalgo County (Sheriff Office) and participating friendly forces/police department during Stonegarden Operations. We will coordinate all apprehensions of illegal aliens in partnership with the RGV, U.S. Customs and Border Protection as outlined in the National Border Patrol Strategy to achieve border security and border protection

enhancement efforts along the U.S./Mexico border. In all undocumented alien detentions and apprehensions as a result of smuggling and contraband cases we will coordinate in partnership with the RGV Border Patrol Station or DEA Office as to the disposition of the individuals for processing by the appropriate agency.

Frago #1 (Tactical Period #1)
Hidalgo County is requesting release of 1st Tactical Period funds to conduct operations within the Rio Grande City Border Patrol Station Area of Operations.
Tactical Period 1: October 01, 2014 through August 31, 2015

Hidalgo County Sheriff's Office

12,311.228 Operational overtime hours @ avg. OT rate $35.87/hr.	
Total overtime	$441,603.75
Total fringe (OT x 22%)	$97,152.83
(AEL 130.OS.01.OTSG)	
1,114.781 Operational overtime hours (Communications Officer) @ avg. OT rate $24.59/hr.	
Total overtime	$27,412.46
Total fringe (OT x 22%)	$6,030.74
(AEL 130.OS.01.OTSG)	
M&A (Sheriff's Office/Auditors Office)	
TOTAL M&A	$26,768.22
(AEL 100-HF-01-GASB)	
Mileage 130,611.11 miles X .560 per mile	$73,142.22
(AEL 130FC.01MILE)	
Eight (8) 2015 Chevrolet Tahoes or equivalent with police package to include: overhead emergency lighting, prisoner cages, computer/laptops, laptop stands, software, modem, shotgun mounts, in-car video camera system, radar and console placement @ $57,066.24 ea.	$456,529.92
(AEL 21OS-01-EQUP)	
HCSO Subtotal	**$1,128,640.14**

Hidalgo County Constable PCT 1

512.9909 Operational overtime hours @ avg. OT rate $29.60	
Total overtime	$15,184.53
Total fringe (OT x 22%)	$3,340.60
(AEL 130.OS.01.OTSG)	
Mileage 7,033.07 X .560 per mile	$3,938.52
(AEL 130FC.01MILE)	
One (1) 2015 Fully Equipped Patrol Vehicle	$30,000.00
(AEL 21OS-01-EQUP)	
One (1) Police package to include police lighting, radar, camera system, gun racks, cages, decals, radio and radar and console placement, etc.	$25,072.71
(AEL 21OS-01-EQUP)	
HC PCT 1 Subtotal	**$77,536.36**

Hidalgo County Constable PCT 2

1,376.1177 Operational Overtime hours @ avg. OT rate $29.81/hr.	
Total overtime	$41,022.08
Total fringe (OT x 22%)	$9,024.85
(AEL 130.OS.01.OTSG)	
Mileage 4,380.47 X .560 per mile	$2,453.07
(AEL 130FC.01MILE)	
One (1) 2015 Chevrolet Tahoe or equivalent (Fully equipped with police package to include: overhead emergency lighting, prisoner cages, computer/laptops, laptop stands, software, modem, shotgun mounts, in-car video camera system, radar and console placement)	$45,000.00
(AEL 21OS-01-EQUP)	
One (1) APX-radio (to be installed in vehicle)	$7,000.00
(AEL 21OS-01-SPEC)	

One (1) Panasonic tough book (to be installed in vehicle)$ 3,000.00
(AEL 21OS-01-SPEC)

One (1) Used Chevy Tahoe or equivalent $10,000.00
(AEL 21OS-01-EQUP)

HC PCT 2 Subtotal **$117,500.00**

Hidalgo County Constable PCT 3

1,259.99 Operational overtime hours @ avg. rate $31.51/hr.
Total overtime $39,699.45
Total fringe (OT x 22%) $8,733.88
(AEL 130.OS.01.OTSG)

Mileage 17,036.44 miles X .560 per mile $9,540.56
(AEL 130FC.01MILE)

Two (2) 2015 Fully Equipped Patrol Vehicles $ 64,000.00
(AEL 21OS-01-EQUP)

Two (2) full patrol packages @ $10,026.12 ea. $20,052.23
(AEL 21OS-01-EQUP)

HC PCT 3 Subtotal **$142,026.12**

Hidalgo County Constable PCT 4

1,152.1518 Operational overtime hours @ avg. OT rate $33.72/hr.
Total overtime $38,850.56
Total fringe (OT x22%) $ 8,547.12
(AEL 130.OS.01.OTSG)

Mileage 12,682.70 miles X .560 per mile $7,102.32
(AEL 130FC.01MILE)

One (1) 2015 Law Enforcement Patrol Vehicle
To include: overhead emergency lighting, communications
Radio, radar, computer/laptop, modem, shotgun/laptop
Mounts, camera system $51,000.00
(AEL 21OS-01-EQUP)

HC PCT 4 Subtotal	**$ 105,500.00**

Alamo Police Department

660 Operational overtime hours @ avg. OT rate $30.00/hr.	
Total overtime	$19,800.00
Total fringe (OT x 20.26%)	$4,011.48
(AEL 130.OS.01.OTSG)	
Mileage 5,840 miles X .560 per mile	$3,270.40
(AEL 130FC.01MILE)	
Two (2) Used Chevrolet Tahoe or equivalent to include emergency equipment: emergency lights, siren, cages, lap top mount, mobile radio, video system and graphics.	$25,836.24
(AEL 21OS-01-EQUP)	
Alamo Subtotal	**$52,918.12**

Donna Police Department

936.095 Operational overtime hours @ avg. OT rate $24.63/hr.	
Total overtime	$23,056.02
Total fringe (OT x16.49%)	$3,801.94
(AEL 130.OS.01.OTSG)	
Mileage 5,538 miles X .560 per mile	$3,101.28
(AEL 130FC.01MILE)	
One (1) 2015 Ford Explorer Unit or equivalent With police package installed	$40,081.53
(AEL 21OS-01-EQUP)	
Donna Subtotal	**$70,040.77**

Edinburg Police Department

1,512 Operational overtime hours @ avg. OT rate $45.00/hr.	
Total overtime	$68,040.00
Total fringe (OT x 25.72%)	$17,499.89
(AEL 130.OS.01.OTSG)	

Mileage 25,949.15 miles X .560 per mile (AEL 130FC.01MILE)	$14,531.52
Two (2) 2015 Ford Explorer or equivalent @ $28,974.00 ea. (AEL 21OS-01-EQUP)	$57,948.00
Two (2) full patrol packages to include: police radio, stripe kit, center console for radio, overhead lights and siren, coban in car video system, radar unit, rifle rack, push bumper, and installation @ $20,954.59 ea. (AEL 21OS-01-EQUP)	$41,909.18
Edinburg Subtotal	**$ 199,928.59**

Hidalgo Police Department

3,203.728 Operational overtime hours @ avg. OT rate $20.88/hr.	
Total overtime	$66,893.84
Total fringe (OT x21.98%) (AEL 130.OS.01.OTSG)	$14,703.27
Mileage 21,840 miles X .560 per mile (AEL 130FC.01MILE)	$12,230.40
One (1) 2015 Ford F-150 Crew cab or equivalent with police package to include: overhead emergency lighting, prisoner cages, computer/laptops, laptop stands, software, modem, shotgun mounts, in-car video camera system, radar and console placement (AEL 21OS-01-EQUP)	$45,095.00
One (1) SkyCop Surveillance Systems Solar power with day/thermal cams (AEL 21OS-01-SPEC)	$67,250.00
Hidalgo Subtotal	**$206,172.51**

La Joya Police Department

925.3586 Operational overtime hours @ avg. OT rate $23.76/hr.	
Total overtime	$21,986.52

Total fringe (OT x 16.45%) (AEL 130.OS.01.OTSG)	$3,616.78
Mileage 4,726.24 miles X .560 per mile (AEL 130FC.01MILE)	$2,646.70
Two (2) APX 6000 P25 Portable Radios @ $6,250.00 each (AEL 21OS-01-SPEC)	$12,500.00
One (1) 2015 Chevrolet Tahoe or equivalent with police package Including: rear partitions, console, emergency lights and siren, Push bumper, watch guard 4RE dash camera, decals, and radar (AEL 21OS-01-EQUP)	$31,000.00
La Joya Subtotal	**$71,750.00**

Mercedes Police Department

904.902 Operational overtime hours @ avg. OT rate $32.24/hr. Total overtime Total fringe (OT x 31.51%) (AEL 130.OS.01.OTSG)	 $29,174.04 $9,192.74
Mileage 6,637.20 miles X .560 per mile (AEL 130FC.01MILE)	$3,716.84
One (1) new 2015 police package Chevy Tahoe or equivalent to include: graphics, console with accessories and mounting equipment, emergency lighting, radar unit, mobile DVR system, push bumper, siren, siren speaker, gun rack and rear storage organizer, computer/laptop, dual band radio, Whelen light bar, siren speaker, siren box and controller (AEL 21OS-01-EQUP)	$64,934.78
One (1) Steiner Military Binoculars @ $899.99 **(Difference of $1.99 to be paid with City funds)** (AEL 21OS-01-SPEC)	$898.00
Mercedes Subtotal	**$107,916.40**

Mission Police Department

2,016.041 Operational overtime hours @ avg. OT rate $35.83/hr.	
Total overtime	$72,234.75
Total fringe (OT x 19.41%)	$14,020.76
(AEL 130.OS.01.OTSG)	
Mileage 11,700 miles X .560 per mile	$6,552.00
(AEL 130FC.01MILE)	
One (1) Fully equipped 2015 police vehicle to include: anti-theft device, radar, L3 Comm. Mobile Vision PCS Mobile-Panasonic laptop, police safety package to include: red/blue overhead light bars, siren, cage, plexi-glass partition, push bars, police radio, weapon mount, rear seat, emergency side lights	$60,445.00
(AEL 21OS-01-EQUP)	
Four (4) Off-Road Vehicles (ATV) @ $10,500 ea.	$42,000.00
(AEL 21OS-01-SPEC)	
Two (2) enclosed trailers to carry ATV's @ $5,500.00 ea.	$11,000.00
(AEL 21OS-01-SPEC)	
Four (4) Full face helmets @ $155.00 ea.	$620.00
(AEL 21OS-01-SPEC)	
Three (3) Glove sets @ $40.00 ea.	$120.00
(AEL 21OS-01-SPEC)	
Four (4) Goggles @ $50.00 ea.	$200.00
(AEL 21OS-01-SPEC)	
Mission Subtotal	**$ 207,192.51**

Palmview Police Department

1,125 Operational overtime hours @ avg. OT rate $36/hr.	
Total overtime	$40,500.00
Total fringe (no fringes being claimed)	$ 0.00
(AEL 130.OS.01.OTSG)	
Mileage (no mileage being claimed)	$0.00
(AEL 130FC.01MILE)	
One (1) FLIR Thermal Image Monocular @ $7,139.00	$5,985.00
(Difference of $1,154.00 to be paid with City funds)	

(AEL 210S-01-SPEC)

Two (2) ATV's 2014 Outlander 1000 Max w/ accessories @ $30,780.35 total **(Difference of $2,465.35 to be paid with City funds)** (AEL 21OS-01-SPEC)	$28,315.00
Fourteen (14) Mobile Data terminal installation of AVL Software for patrol fleet @ $10,475 **(Difference of $775.00 to be paid with City funds)** (AEL 04AP-07-INVN)	$9,700.00
Palmview Subtotal	**$84,500.00**

Peñitas Police Department

1,460 Operational overtime hours @ avg. OT rate $21.51/hr. Total overtime Total fringe (OT x 7.65% FICA only being claimed) (AEL 130.OS.01.OTSG)	 $31,404.60 $2,402.45
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
One (1)2015 Chevrolet Tahoe PPV or equivalent Fully equipped to include: Fleet Safety Equipment (lights, sirens, cage, etc.) and One safety vision camera (to be installed in vehicle) (AEL 21OS-01-EQUP)	 $46,073.56
Peñitas Subtotal	**$79,880.61**

Pharr Police Department

2,720 Operational overtime hours @ avg. OT rate $33.00/hr. Total overtime Total fringe (no fringes being claimed) (AEL 130.OS.01.OTSG)	 $89,760.00 $0.00
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
Equipment /Technology One (1) Skywatch Tower (Sentinel) equipped with	

4 thermal sensitive cameras, a high power spot light, With several sensors in/and around the platform tower (AEL 21OS-01-SPEC)	$113,218.00
One (1) Diesel generator (permanent, attached and secured to skybox, not construction) (AEL 21OS-01-SPEC)	$7,262.00
Pharr Subtotal	**$210,240.00**

San Juan Police Department

1,080.06 Operational overtime hours @ avg. OT rate $30.61/hr.	
Total overtime	$33,060.63
Total fringe (OT x 12.8%) (AEL 130.OS.01.OTSG)	$4,231.77
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
One (1) 2015 fully equipped Chevy Silverado Crew cab LT or equivalent (AEL 21OS-01-EQUP)	$32,577.00
One (1) 2015 fully equipped Dodge Durango or equivalent (AEL 21OS-01-EQUP)	$ 38,981.00
One (1) Tool box and cover (AEL 21OS-01-SPEC)	$3,857.20
San Juan Subtotal	**$112,707.60**

Sullivan City Police Department

1,350 Operational overtime hours @ avg. OT rate $20.72/hr.	
Total overtime	$27,965.63
Total fringe (OT x 7.65%FICA only being claimed) (AEL 130.OS.01.OTSG)	$2,139.37
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00

One (1) 2015 Police Cruiser with Police Package or equivalent To include: Inner interior lightbar, liberty lightbar, Headlight/taillight flasher, LED spotlight, speaker, Siren light controller, TAD8 Traffic Advisor, ETC. (AEL 21OS-01-EQUP)	$39,790.00
Sullivan City Subtotal	**$ 69,895.00**

Weslaco Police Department

1,248.06 Operational overtime hours @ avg. OT rate $42.41/hr.	
Total overtime	$52,930.22
Total fringe (OT x 18.08%) (AEL 130.OS.01.OTSG)	$9,569.78
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
Weslaco Subtotal	**$62,500.00**

Cost Estimates Phase 1:

General Cost:	$1,681,477.18
OT Cost:	$ 1,425,367.55
Total Cost:	$3,106,844.73

Frago #2

The Hidalgo County Sheriff s Office would like to include non-uniformed personnel utilizing unmarked vehicles in the FY 2014 Operational Plan. A greater focus will be placed on maintaining visible, sustainable presence centered on interdictions and arrests through the use of enhanced uniform and undercover patrols. The Hidalgo County Sheriff's Office will identify high-risk areas where non-uniformed officers will conduct intelligence operations. The information will be assessed and investigated in an effort to identify criminal organizations. The information will consist of the identifying of occupants of vehicles during traffic stops, suspicious persons in the area, and from citizen contacts made during their shift. All information obtained will be forwarded accordingly based on its nature. During this time, routine patrols will still be conducted by deputies in uniforms driving marked vehicles.

Frago #3

Hidalgo County is requesting release of 2nd Tactical Period funds to conduct operations within the Rio Grande City Border Patrol Station Area of Operations.
Tactical Period 2: September 01, 2015 through August 31, 2016

Hidalgo County Sheriff's Office

12, 311.228 Operational overtime hours @ avg. OT rate $35.87/hr.	
Total overtime	$ 441,603.75
Total Fringe (OT x 22%)	$ 97,152.83
(AEL 130.OS.OTSG)	
1,114.78 Operational overtime hours (Communications Officers) @ Avg. OT rate $24.59/hr.	
Total overtime	$27,412.46
Total Fringe (OT x 22%)	$6,030.74
(AEL 130.OS.OTSG)	
M&A (Sheriff's Office/Auditors' Office)	
TOTAL M&A	$26,768.22
(AEL 100-HF-01-GASB)	
Mileage 130,611.11 miles X .560 per mile	$ 73,142.22
(AEL 130FC.01MILE)	
HCSO Subtotal	**$672,110.22**

Hidalgo County Constable PCT 1

512.9909 Operational overtime hours @ avg. OT rate $29.60	
Total overtime	$ 15,184.53
Total Fringe (OT x 22%)	$ 3,340.59
(AEL 130.OS.OTSG)	
Mileage 7,033.07 X .560 per mile	$ 3,938.52
(AEL 130FC.01MILE)	
HCPCT1 Subtotal	**$22,463.64**

Hidalgo County Constable PCT 2

1,376.1177 Operational overtime hours @ avg. OT rate $29.81/hr.	
Total overtime	$ 41,022.08
Total Fringe (OT x 22%)	$ 9,024.85
(AEL 130.OS.OTSG)	
Mileage 4,380.48 X .560 per mile	$ 2.453.07
(AEL 130FC.01MILE)	
HC PCT 2 Subtotal	**$52,500.00**

Hidalgo County Constable PCT 3

1,259.99 Operational overtime hours @ avg. OT rate $31.51/hr.	
Total overtime	$ 39,699.45
Total Fringe (OT x 22%)	$ 8,733.88
(AEL 130.OS.OTSG)	
Mileage 17,036.7 miles X .560 per mile	$ 9,540.55
(AEL 130FC.01MILE)	
HC PCT 3 Subtotal	**$57,973.88**

Hidalgo County Constable PCT 4

1,152.1518 Operational overtime hours @avg. OT rate $33.72/hr.	
Total overtime	$ 38,850.56
Total Fringe (Total OT x 22%)	$ 8,547.13
(AEL 130.OS.OTSG)	
Mileage 12,682.70 miles X .560 per mile	$ 7,102.31
(AEL 130FC.01MILE)	
HC PCT 4 Subtotal	**$ 54,500.00**

Alamo Police Department

660 Operational overtime hours @ avg. OT rate $30.00/hr.	
Total overtime	$ 19,800.00
Total Fringe (Total OT x 20.26%)	$ 4,011.48
(AEL 130.OS.OTSG)	
Mileage 5,840 miles X .560 per mile	$ 3,270.40
(AEL 130FC.01MILE)	
Alamo Subtotal	**$27,081.88**

Donna Police Department

936.095 Operational overtime hours @ avg. OT rate $24.63/hr.	
Total overtime	$ 23,056.02
Total Fringe (Total OT x 16.49%)	$ 3,801.93
(AEL 130.OS.OTSG)	
Mileage 5,538 miles X .560 per mile	$ 3,101.28
(AEL 130FC.01MILE)	
Donna Subtotal	**$29,959.23**

Edinburg Police Department

1,512 Operational overtime hours @ avg. OT rate $24, 63/hr.	
Total overtime	$ 68,040.00
Total Fringe (Total OT x 25.72%)	$ 17,499.89
(AEL 130.OS.OTSG)	
Mileage 25,949.14 miles X .560 per mile	$ 14,531.52
(AEL 130FC.01MILE)	
Edinburg Subtotal	**$100,071.41**

Hidalgo Police Department

3,203.728 Operational overtime hours @ avg. OT rate $20.88/hr.	
Total overtime	$ 66,893.83
Total Fringe (Total OT x 21.98%)	$ 14,703.26
(AEL 130.OS.OTSG)	
Mileage 21,840 miles X .560 per mile	$ 12,230.40
(AEL 130FC.01MILE)	
Hidalgo Subtotal	**$93,827.49**

La Joya Police Department

925.3586 Operational overtime hours @ avg. OT rate $32.24/hr	
Total overtime	$ 21,986.52
Total Fringe (Total OT x 16.45%)	$ 3,616.79
(AEL 130.OS.OTSG)	
Mileage 4,726.23 miles X .560 per mile	$ 2,646.69
(AEL 130FC.01MILE)	
La Joya Subtotal	**$28,250.00**

Mercedes Police Department

904.902 Operational overtime hours @ avg. OT rate $32.24/hr.	
Total overtime	$ 29,174.03
Total Fringe (Total OT x 31.51%)	$ 9,192.74

(AEL 130.OS.OTSG)

Mileage 6,637.20 miles X .560 per mile	$ 3,716.83
(AEL 130FC.01MILE)	
Mercedes Subtotal	**$42,083.60**

Mission Police Department

2,016.0407 Operational overtime hours @ avg. OT rate $35.83/hr.	
Total overtime	$ 72,234.74
Total Fringe (Total OT x 19.41%)	$ 14,020.75
(AEL 130.OS.OTSG)	
Mileage 11,700 miles x .560 per mile	$ 6,552.00
(AEL 130FC.01MILE)	
Mission Subtotal	**$ 92,807.49**

Palmview Police Department

1,125 Operational overtime hours @ avg. OT rate $36/hr.	
Total overtime	$ 40,500.00
Total Fringe (no fringes being claimed)	$ 0.00
(AEL 130.OS.OTSG)	
Mileage (no mileage being claimed)	$ 0.00
(AEL 130FC.01MILE)	
Palmview Subtotal	**$40,500.00**

Peñitas Police Department

1,460 Operational overtime hours @ avg. OT rate $21.51/hr.	
Total overtime	$ 31,404.60
Total Fringe (Total OT x 7.65% FICA only being claimed)	$ 2,402.45
(AEL 130.OS.OTSG)	
Mileage (no mileage being claimed)	$ 0.00

(AEL 130FC.01MILE)

Penitas Subtotal	**$ 33,807.05**

Pharr Police Department

2,720 Operational overtime hours @ avg. OT rate $33.00/hr.	
Total overtime	$ 89,760.00
Total Fringe (no fringes being claimed)	$ 0.00
(AEL 130.OS.OTSG)	
Mileage (no mileage being claimed)	$ 0.00
(AEL 130FC.01MILE)	
Pharr Subtotal	**$ 89,760.00**

San Juan Police Department

1,080.06 Operational overtime hours @ avg. OT rate $30.61/hr.	
Total overtime	$ 33,060.64
Total Fringe (Total OT x 12.8%)	$ 4,231.76
(AEL 130.OS.OTSG)	
Mileage (no mileage being claimed)	$ 0.00
(AEL 130FC.01MILE)	
San Juan Subtotal	**$ 37,292.40**

Sullivan City Police Department

1,350 Operational overtime hours @ avg. OT rate $20.72/hr	
Total overtime	$ 27,965.63
Total Fringe (Total OT x 7.65% FICA only being claimed)	$ 2,139.37
(AEL 130.OS.OTSG)	
Mileage (no mileage being claimed)	$0.00
(AEL 130FC.01MILE)	
Sullivan City Subtotal	**$30,105.00**

Weslaco Police Department

1,248.06 Operational overtime hours @ avg. OT rate $42.41/hr.		
Total overtime	$	52,930.22
Total Fringe (Total OT x 18.08%)	$	9,569.78
(AEL 130.OS.OTSG)		
Mileage (no mileage being claimed)	$	0.00
(AEL 130FC.01MILE)		
Weslaco Subtotal	**$ 62,500.00**	

Cost Estimates Phase 2:

General Cost: $ 142,225.79

OT Cost: $1,425,367.50

Total Cost: $1,567,593.29

B. Execution Annex:

If funded the Hidalgo County Sheriff Office and 17 participating friendly forces/police department will execute a Memorandum of Understanding to ensure and document the commitment on the part of each agency to work in partnership with the U.S. Customs and Border Protection in implementing the following three major objectives:

1) To achieve greater capability in preventing, protecting against, and responding to border security issues,
2) To increase coordination and collaboration among Federal, State, and local law enforcement agencies in the Rio Grande Valley, and
3) To continue and support the operational mandate border security and border protection enhancement efforts along the U.S./Mexico border.

C. Communication Annex:

The Hidalgo County Sheriff Office and 17 participating friendly forces/police department have built partnerships with HSI, Drug Enforcement Administration, F.B.I., Texas Department of Public Safety and High Intensity Drug Trafficking Task Force. HCSO and local participating Friendly Forces/LEA., working together in a collaborative effort on preventing, controlling, and reducing violent and drug-related activities in the last 30 years. More importantly, we are vigorously involved with numerous organizations for community revitalization that has made a tremendous impact in the community by

leveraging and securing additional local, state, federal, private and public funds in the past.

Media Action Plan:

RGV has the lead on all Public Affairs activities. Each participating agency must coordinate all public affairs activities with the RGV Public Affairs Office. All Border Patrol inquiries will be directed to the RGV Public Affairs Office (956) 289-4990.

HIDALGO COUNTY SHERIFF'S OFFICE:
All Media events/questions will be referred to Hidalgo County Sheriff J.E. "Eddie" Guerra or his designee. Information will be released to the media only when prior approval has been obtained from Sheriff Guerra.

Legal Review:

All matters will be referred to the CBP Counsel.
HIDALGO COUNTY SHERIFF'S OFFICE:
All legal matters will be referred to the Hidalgo County District Attorney.

Risks:

No risks have been associated with this Op Order.

Photos:

Filename: Hidalgo County
Caption:



HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

January 13, 2015

Corey A. Walz
Program Analyst, Western Branch
Grant Programs Directorate
U.S. Department of Homeland Security
500 C. Street, S.W., Techworld Bldg.
Washington, D.C. 20472-3615

Re: 2014 Operation Stone Garden Program (OSGP) Overtime Waiver Request – Hidalgo County

Dear Mr. Walz:

The Hidalgo County Sheriff's Office requests a waiver by the Federal Emergency Management Agency Administrator of the 50 percent (50%) personnel cap overtime limit on the 2014 OPSG Grant. The intent of this request is to continue our coordinated efforts with Federal, State, and Local law enforcement agencies and make the greatest impact in the joint mission to secure the United States International southern boundaries. Due to increasing acts of violence within the US/Mexican border areas, the Texas Homeland Security State Administrative Agency (THSSAA) has allocated 2014 OPSG grant funds to the Hidalgo County Sheriff's Office and its sub-recipients to increase law enforcement presence within identified active areas and at Port of Entries.

The purpose of this letter is to request waiver of the 50 percent (50%) personnel cap and allow the Hidalgo County Sheriff's Office and its sub-recipients to expend up to 61% (rounded) ($2,850,735.03) of the total $4,674,438.00 2014 OPSG funds on law enforcement personnel overtime cost. A waiver of the overtime limit will provide the Hidalgo County Sheriff's Office and its sub-recipients with the flexibility to allocate resources to enhance collaboration between Federal, State and Local law enforcement agencies on the border and to increase our capabilities to prevent, protect and respond to border security threats and issues.

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

Thank You in advance for your consideration to our request.

Sincerely,



J.E. "Eddie" Guerra
Hidalgo County Sheriff

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

FY2014 OPSG Approval Texas – Hidalgo15-RGVRGV-11-001 V3

October 30, 2015

Arturo Mendez
Texas Homeland Security State Administrative Agency
PO Box 4087
Austin, TX 78773

Dear Mr. Mendez:

Please be advised that, based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order is approved:

Operations Order No: 15-RGVRGV-11-001 V3
Fiscal Year: 2014
Amount Approved: $1,567,593
Operations Order Dates: 10/1/2014 to 8/31/2016
Recipient: Hidalgo County, Texas

Expenditures from the Operations Order were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP). These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nations' borders.

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 786-9668.

Sincerely,

Corey A. Walz
Program Analyst
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of $100,000. This justification will be reviewed by CBP and FEMA.

DATE: November 3, 2015

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

DEPARTMENT NAME: Stonegarden--City of Alamo

ACCOUNT NUMBER: 5-1284-480-00-280-070-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-070-7-131	Stonegarden City of Alamo--Overtime	19,800.00
5-1284-480-00-280-070-7-220	Stonegarden City of Alamo--FICA	1,514.70
5-1284-480-00-280-070-7-230	Stonegarden City of Alamo--Retirement	1,542.42
5-1284-480-00-280-070-7-260	Stonegarden City of Alamo--Worker's Comp.	954.36
5-1284-480-00-280-070-7-581	Stonegarden City of Alamo--In-County Travel	3,270.40
	TOTAL APPROPRIATIONS	27,081.88
5-1284-331-12-280-070-7-000	Operation Stonegarden 2014--City of Alamo	27,081.88
	TOTAL REVENUES	27,081.88

REASON: **To appropriate budget for the Operation Stonegarden 2014 Phase 2 Sub-Repicient Grant Award to the City of Alamo from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00045-S01; SSA Award 2013-SR-48215-02

Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATT

/ /

DATE

[EST COUNTY CLERK

DATE: November 3, 2015

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

DEPARTMENT NAME: Stonegarden--City of Donna

ACCOUNT NUMBER: 5-1284-480-00-280-048-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-048-7-131	Stonegarden City of Donna--Overtime	23,056.02
5-1284-480-00-280-048-7-220	Stonegarden City of Donna--FICA	1,763.78
5-1284-480-00-280-048-7-230	Stonegarden City of Donna--Retirement	1,152.80
5-1284-480-00-280-048-7-260	Stonegarden City of Donna--Worker's Comp.	885.35
5-1284-480-00-280-048-7-581	Stonegarden City of Donna--In-County Travel	3,101.28
	TOTAL APPROPRIATIONS	29,959.23
5-1284-331-12-280-048-7-000	Operation Stonegarden 2014--City of Donna	29,959.23
	TOTAL REVENUES	29,959.23

REASON: **To appropriate budget for the Operation Stonegarden 2014 Phase 2 Sub-Repicient Grant Award to the City of Donna from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

DATE: November 3, 2015

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

DEPARTMENT NAME: Stonegarden--City of Edinburg

ACCOUNT NUMBER: 5-1284-480-00-280-088-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-088-7-131	Stonegarden City of Edinburg--Overtime	68,040.00
5-1284-480-00-280-088-7-220	Stonegarden City of Edinburg--FICA	5,205.06
5-1284-480-00-280-088-7-230	Stonegarden City of Edinburg--Retirement	9,763.74
5-1284-480-00-280-088-7-260	Stonegarden City of Edinburg--Worker's Comp.	2,531.09
5-1284-480-00-280-088-7-581	Stonegarden City of Edinburg--In-County Travel	14,531.52
	TOTAL APPROPRIATIONS	100,071.41
5-1284-331-12-280-088-7-000	Operation Stonegarden 2014--City of Edinburg	100,071.41
	TOTAL REVENUES	100,071.41

REASON: **To appropriate budget for the Operation Stonegarden 2014 Phase 2 Sub-Repicient Grant Award to the City of Edinburg from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

DATE: November 3, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Hidalgo
ACCOUNT NUMBER: 5-1284-480-00-280-049-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-049-7-131	Stonegarden City of Hidalgo--Overtime	66,893.83
5-1284-480-00-280-049-7-220	Stonegarden City of Hidalgo--FICA	5,117.38
5-1284-480-00-280-049-7-230	Stonegarden City of Hidalgo--Retirement	7,264.67
5-1284-480-00-280-049-7-260	Stonegarden City of Hidalgo--Worker's Comp.	2,321.21
5-1284-480-00-280-049-7-581	Stonegarden City of Hidalgo--In-County Travel	12,230.40
	TOTAL APPROPRIATIONS	93,827.49
5-1284-331-12-280-049-7-000	Operation Stonegarden 2014--City of Hidalgo	93,827.49
	TOTAL REVENUES	93,827.49

REASON: **To appropriate budget for the Operation Stonegarden 2014 Phase 2 Sub-Repicient Grant Award to the City of Hidalgo from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: November 3, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of La Joya
ACCOUNT NUMBER: 5-1284-480-00-280-050-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-050-7-131	Stonegarden City of La Joya--Overtime	21,986.52
5-1284-480-00-280-050-7-220	Stonegarden City of La Joya--FICA	1,681.97
5-1284-480-00-280-050-7-230	Stonegarden City of La Joya--Retirement	1,099.33
5-1284-480-00-280-050-7-260	Stonegarden City of La Joya--Worker's Comp.	835.49
5-1284-480-00-280-050-7-581	Stonegarden City of La Joya--In-County Travel	2,646.69
	TOTAL APPROPRIATIONS	28,250.00
5-1284-331-12-280-050-7-000	Operation Stonegarden 2014--City of La Joya	28,250.00
	TOTAL REVENUES	28,250.00

REASON: **To appropriate budget for the Operation Stonegarden 2014 Phase 2 Sub-Repicient Grant Award to the City of La Joya from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: November 3, 2015

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

DEPARTMENT NAME: Stonegarden--City of Mission

ACCOUNT NUMBER: 5-1284-480-00-280-054-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-054-7-131	Stonegarden City of Mission--Overtime	72,234.74
5-1284-480-00-280-054-7-220	Stonegarden City of Mission--FICA	5,525.96
5-1284-480-00-280-054-7-230	Stonegarden City of Mission--Retirement	5,720.98
5-1284-480-00-280-054-7-260	Stonegarden City of Mission--Worker's Comp.	2,773.81
5-1284-480-00-280-054-7-581	Stonegarden City of Mission--In-County Travel	6,552.00
	TOTAL APPROPRIATIONS	92,807.49
5-1284-331-12-280-054-7-000	Operation Stonegarden 2014--City of Mission	92,807.49
	TOTAL REVENUES	92,807.49

REASON: **To appropriate budget for the Operation Stonegarden 2014 Phase 2 Sub-Repicient Grant Award to the City of Mission from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: November 3, 2015

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

DEPARTMENT NAME: Stonegarden--City of Palmview

ACCOUNT NUMBER: 5-1284-480-00-280-051-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-051-7-131	Stonegarden City of Palmview--Overtime	40,500.00
	TOTAL APPROPRIATIONS	40,500.00
5-1284-331-12-280-051-7-000	Operation Stonegarden 2014--City of Palmview	40,500.00
	TOTAL REVENUES	40,500.00

REASON: **To appropriate budget for the Operation Stonegarden 2014 Phase 2 Sub-Repicient Grant Award to the City of Palmview from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

DATE / /

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: November 3, 2015

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

DEPARTMENT NAME: Stonegarden--City of Penitas

ACCOUNT NUMBER: 5-1284-480-00-280-074-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-074-7-131	Stonegarden City of Penitas--Overtime	31,404.60
5-1284-480-00-280-074-7-220	Stonegarden City of Penitas--FICA	2,402.45
	TOTAL APPROPRIATIONS	33,807.05
5-1284-331-12-280-074-7-000	Operation Stonegarden 2014--City of Penitas	33,807.05
	TOTAL REVENUES	33,807.05

REASON: **To appropriate budget for the Operation Stonegarden 2014 Phase 2 Sub-Repicient Grant Award to the City of Penitas from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: November 3, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Pharr
ACCOUNT NUMBER: 5-1284-480-00-280-053-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-053-7-131	Stonegarden City of Pharr--Overtime	89,760.00
	TOTAL APPROPRIATIONS	89,760.00
5-1284-331-12-280-053-7-000	Operation Stonegarden 2014--City of Pharr	89,760.00
	TOTAL REVENUES	89,760.00

REASON: **To appropriate budget for the Operation Stonegarden 2014 Phase 2Sub-Repicient Grant Award to the City of Pharr from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: November 3, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of San Juan
ACCOUNT NUMBER: 5-1284-480-00-280-076-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-076-7-131	Stonegarden City of San Juan--Overtime	33,060.64
5-1284-480-00-280-076-7-220	Stonegarden City of San Juan--FICA	2,529.14
5-1284-480-00-280-076-7-230	Stonegarden City of San Juan--Retirement	433.09
5-1284-480-00-280-076-7-260	Stonegarden City of San Juan--Worker's Comp.	1,269.53
	TOTAL APPROPRIATIONS	37,292.40
5-1284-331-12-280-076-7-000	Operation Stonegarden 2014--City of San Juan	37,292.40
	TOTAL REVENUES	37,292.40

REASON: **To appropriate budget for the Operation Stonegarden 2014 Phase 2 Sub-Repicient Grant Award to the City of San Juan from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: November 3, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Sullivan City
ACCOUNT NUMBER: 5-1284-480-00-280-077-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-077-7-131	Stonegarden City of Sullivan City--Overtime	27,965.63
5-1284-480-00-280-077-7-220	Stonegarden City of Sullivan City--FICA	2,139.37
	TOTAL APPROPRIATIONS	30,105.00
5-1284-331-12-280-077-7-000	Operation Stonegarden 2014--City of Sullivan City	30,105.00
	TOTAL REVENUES	30,105.00

REASON: **To appropriate budget for the Operation Stonegarden 2014 Phase 2 Sub-Repicient Grant Award to the City of Sullivan City from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: November 3, 2015

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

DEPARTMENT NAME: Stonegarden--City of Weslaco

ACCOUNT NUMBER: 5-1284-480-00-280-078-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-078-7-131	Stonegarden City of Weslaco--Overtime	52,930.22
5-1284-480-00-280-078-7-220	Stonegarden City of Weslaco--FICA	4,049.16
5-1284-480-00-280-078-7-230	Stonegarden City of Weslaco--Retirement	3,488.10
5-1284-480-00-280-078-7-260	Stonegarden City of Weslaco--Worker's Comp.	2,032.52
	TOTAL APPROPRIATIONS	62,500.00
5-1284-331-12-280-078-7-000	Operation Stonegarden 2014--City of Weslaco	62,500.00
	TOTAL REVENUES	62,500.00

REASON: **To appropriate budget for the Operation Stonegarden 2014 Phase 2 Sub-Repicient Grant Award to the City of Weslaco from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

	City of	2nd Phase
1	Alamo	27,081.88
2	Donna	29,959.23
3	Edinburg	100,071.41
4	Hidalgo	93,827.49
5	La Joya	28,250.00
6	Mercedes	42,083.60
7	Mission	92,807.49
8	Palmview	40,500.00
9	Penitas	33,807.05
10	Pharr	89,760.00
11	San Juan	37,292.40
12	Sullivan City	30,105.00
13	Weslaco	62,500.00
TOTAL		708,045.55

	City of	Expense Acct. #	Revenue Acct. #	Amount
1	HCSO	5-1284-421-00-280-047-7-XXX	5-1284-331-12-280-047-7-000	$ 672,110.20
2	Alamo	5-1284-480-00-280-070-7-XXX	5-1284-331-12-280-070-7-000	$ 27,081.88
3	Donna	5-1284-480-00-280-048-7-XXX	5-1284-331-12-280-048-7-000	$ 29,959.23
4	Edinburg	5-1284-480-00-280-088-7-XXX	5-1284-331-12-280-088-7-000	$ 100,071.41
5	Hidalgo	5-1284-480-00-280-049-7-XXX	5-1284-331-12-280-049-7-000	$ 93,827.49
6	La Joya	5-1284-480-00-280-050-7-XXX	5-1284-331-12-280-050-7-000	$ 28,250.00
7	Mercedes	5-1284-480-00-280-072-7-XXX	5-1284-331-12-280-072-7-000	$ 42,083.60
8	Mission	5-1284-480-00-280-054-7-XXX	5-1284-331-12-280-054-7-000	$ 92,807.49
9	Palmview	5-1284-480-00-280-051-7-XXX	5-1284-331-12-280-051-7-000	$ 40,500.00
10	Penitas	5-1284-480-00-280-074-7-XXX	5-1284-331-12-280-074-7-000	$ 33,807.05
11	Pharr	5-1284-480-00-280-053-7-XXX	5-1284-331-12-280-053-7-000	$ 89,760.00
12	San Juan	5-1284-480-00-280-076-7-XXX	5-1284-331-12-280-076-7-000	$ 37,292.40
13	Sullivan City	5-1284-480-00-280-077-7-XXX	5-1284-331-12-280-077-7-000	$ 30,105.00
14	Weslaco	5-1284-480-00-280-078-7-XXX	5-1284-331-12-280-078-7-000	$ 62,500.00
	TOTAL			$ 1,380,155.75

DATE: November 3, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Mercedes
ACCOUNT NUMBER: 5-1284-480-00-280-072-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-072-7-131	Stonegarden City of Mercedes--Overtime	29,174.04
5-1284-480-00-280-072-7-220	Stonegarden City of Mercedes--FICA	2,231.81
5-1284-480-00-280-072-7-230	Stonegarden City of Mercedes--Retirement	5,420.53
5-1284-480-00-280-072-7-260	Stonegarden City of Mercedes--Worker's Comp.	1,540.39
5-1284-480-00-280-072-7-581	Stonegarden City of Mercedes--In-County Travel	3,716.83
	TOTAL APPROPRIATIONS	42,083.60
5-1284-331-12-280-072-7-000	Operation Stonegarden 2014--City of Mercedes	42,083.60
	TOTAL REVENUES	42,083.60

REASON: **To appropriate budget for the Operation Stonegarden 2014 Phase 2 Sub-Repicient Grant Award to the City of Mercedes from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

DATE: November 3, 2015

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

DEPARTMENT NAME: Operation Stonegarden 2014

ACCOUNT NUMBER: 5-1284-421-00-280-047-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-280-047-7-113	Full Time Employees	16,379.81
5-1284-421-00-280-047-7-131	Overtime Pay	469,813.94
5-1284-421-00-280-047-7-132	Overtime Pay (Administrative)	6,097.49
5-1284-421-00-280-047-7-220	FICA	37,599.26
5-1284-421-00-280-047-7-230	Retirement	52,245.74
5-1284-421-00-280-047-7-250	Unemployment Comp.	2,948.95
5-1284-421-00-280-047-7-260	Worker's Comp.	13,882.79
5-1284-421-00-280-047-7-581	Travel in County	73,142.22
	TOTAL APPROPRIATIONS	672,110.20
5-1284-331-12-280-047-7-000	OPERATION STONEGARDEN	672,110.20
	TOTAL REVENUES	672,110.20

REASON: **To appropriate budget for the FY2014 Operation Stonegarden Grant Phase 2 awarded by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA).**

Federal Grant Award #EMW-2014-SS-00029; SSA Award 14-SR-48215-02

Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

November 06, 2015

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) passed through the Texas Department of Public Safety. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$1,567,593.27	Award No. EMW-2014-SS-00029 Operation Stone Garden Program (OPSG)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11/9/15
Date

THE COUNTY OF HIDALGO

HIDALGO COUNTY DISTRICT JUDGES

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

AI-52076 **Sheriff's Office 12. C.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization to accept the Approval Notice in reference to Operation Stonegarden FY 2014 (2nd phase) for the amount of $1,567,593.27.
2. Authorization to pay Overtime reimbursable under the grant terms and conditions.
3. Approval of Certification of Revenues as certified by the County Auditor for the FY 2014 Operation Stonegarden Grant (2nd phase).
4. Approval to appropriate the budget for Sheriff's Office portion of the FY 2014 Operation Stonegarden Grant (2nd Phase) in the amount of $672,110.20.
5. Approval to appropriate the budgets for the (13) thirteen cities' portion of the FY 2014 Operation Stonegarden Grant (2nd phase) in the amount of $708,045.55.

	City of	2nd Phase
1	Alamo	27,081.88
2	Donna	29,959.23
3	Edinburg	100,071.41
4	Hidalgo	93,827.49
5	La Joya	28,250.00
6	Mercedes	42,083.60
7	Mission	92,807.49
8	Palmview	40,500.00
9	Penitas	33,807.05
10	Pharr	89,760.00
11	San Juan	37,292.40
12	Sullivan City	30,105.00
13	Weslaco	62,500.00
	Total	**708,045.55**

BACKGROUND

On 5/19/15, Commissioners' Court approved the acceptance of the FY 2014 Operation Stonegarden Grant from the Department of Homeland Security, FEMA (AI#49710).

SAA Award No. 14-SR-48215-01 Federal Grant Award No. EMW-2014-SS-00029

Grant Operation: Date is from 9/1/14 to 2/28/16.

Constable Offices: Precincts 1, 2,3, and 4

Cities: Alamo, Donna, Edinburg, Hidalgo, La Joya, Mercedes, Mission, Palmview, Penitas, Pharr, San Juan, Sullivan City, and Weslaco.

Appropriation of Phase 2 ($1,567,593.29) has been now added to Phase 1 ($3,156,464.87) for total Grant Award of $4,674,438.00.

On 8/4/15, Commissioners' Court approved the execution of the FY 2014 Operation Stonegarden Grant Sub-Recipient Interlocal Agreements between Hidalgo County and the respective cities. (AI# 50069).

Appropriations of the respective four (4) constable offices budgets (totaling $187,437.52) will be submitted at a later date.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 5-1284-480-00-280-XXX-7-XXX

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

BUDGETARY IMPACT:

Approval of appropriation of funds for the FY2014 Operation Stonegarden Grant (2nd phase) for the following: $672,110.20 (HCSO) $708,045.55 (13 cities) No local match is required.

FISCAL YEAR: 2017 **ACCT. #:** 5-1284-421-00-280-047-7-XXX

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

BUDGETARY IMPACT:

Approval of appropriation of funds for the FY2014 Operation Stonegarden Grant (2nd phase)in the amount of $672,110.20 for Hidalgo County Sheriff's Office. Hidalgo County Sheriff's Office, Expense Acct. #5-1284-421-00-280-047-7-XXX Hidalgo County Sheriff's Office, Revenue Acct. #5-1284-331-12-280-047-7-000

Attachments

backup
backup
Alamo BA
Donna BA
Edinburg BA
Hidalgo BA
La Joya BA
Mission BA
Palmview BA
Penitas BA
Pharr PD

San Juan BA
Sullivan City BA
Weslaco BA
Cities totals
Exp and Rev accts
Mercedes BA
HCSO BA

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/03/2015 04:45 PM
Budget & Management	Veronica Ortiz	11/04/2015 08:19 AM
Manuel Chapa	Manuel Chapa	11/05/2015 01:42 PM
Auditor's Office		
Purchasing Department		
Form Started By: Maria Del Rosario Gonzalez		Started On: 11/02/2015 01:11 PM

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

FY2014 OPSG Approval Texas – Hidalgo15-RGVRGV-11-001 V3

October 30, 2015

Arturo Mendez
Texas Homeland Security State Administrative Agency
PO Box 4087
Austin, TX 78773

Dear Mr. Mendez:

Please be advised that, based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order is approved:

Operations Order No: 15-RGVRGV-11-001 V3
Fiscal Year: 2014
Amount Approved: $1,567,593
Operations Order Dates: 10/1/2014 to 8/31/2016
Recipient: Hidalgo County, Texas

Expenditures from the Operations Order were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP). These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nations' borders.

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 786-9668.

Sincerely,

Corey A. Walz
Program Analyst
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of $100,000. This justification will be reviewed by CBP and FEMA.

OPSG Operations Order Worksheet

Date Received from the Field:	10/27/15
Date the Operations Order was Worked by OBP Ops:	10/27/15
Operations Order Number:	15-RGVRGV-11-001 Version 3
Operation start date:	10/01/2014

County:	Hidalgo	**Grant Year:**	**2014**
State:	Texas		
Sector:	Rio Grande Valley	**FY Award Amount/Balance:**	**$0.00**
Does the OpOrder OT Request Exceed 50% of the award? (Letter is needed if OT is over 50% because of Price Act):	Yes	Overtime:	$1,180,579.06
		Fringe:	$218,020.22
		Equipment:	$0.00
OT Justification Letter Attached?:	Yes	Fuel:	$0.00
Vehicle Justification Letter?:	N/A	Maintanence:	$0.00
		Milelage:	$142,225.79
		Travel:	$0.00
Date Forwarded to SPPA:	10/27/2015	County M&A:	$26,768.22
		Total	**$1,567,593.29**

NOTES: First OPSG V 3

Reviewed by: *Gonzalo Ortega OPO - Ops East/Central*

Op. approved by: *Eduardo Sanchez Acting Associate Chief STC - Ops East/Central*

Kicked Back?:	No
Date of Kick Back:	N/A
Reason for Kick Back:	N/A
Date Returned from the Field:	N/A
Kicked Back a Second Time?:	N/A

NOTES:

U.S. Department of Homeland Security
Bureau of Customs and Border Protection
Frag Order Report

Op Order Name: OPSG Texas Hidalgo FY14
Op Order Number: 15-RGVRGV-11-001 Version 3
Op Dates: **From:** 10/1/2014 **To:** 08/31/2016
Report Date: 04/22/2015

Executive Summary

The Sheriff's Office maintains a collaborative working relationship with all local, state, and/or federal authorities. The Hidalgo County Sheriff's Office (HCSO), as a participating entity with Operation Stonegarden (OPSG) 2014, with the assistance of the seventeen (17) participating law enforcement agencies will increase enforcement efforts along identified routes of ingress and egress to include (but not limited to) U.S. Highways, 107, 281, Interstates 69, 2, Expressway 83, FM 186, FM 490, and FM 681. Intelligence information, to include prior statistical data, indicates that these are the primary routes utilized by the criminal element to further their illegal entry and smuggling activities to locations within the United States. The Hidalgo County Sheriff's Office with the assistance of local law enforcement agencies as well as state and federal agencies if needed may participate in additional required operations. Operations may be coordinated with state, federal and local border security surge operations over an extended period of time. Agencies participating in the operation will deploy available ground, air, and maritime assets to conduct fixed and mobile patrols of access points to known trafficking corridors in the immediate vicinity of the Rio Grande River and surrounding areas. The participation of these agencies, made possible by funding through OPSG, will significantly impact the ability of criminal organizations to operate within the Rio Grande Valley Sector Area of Responsibility (AOR). The enhanced enforcement posture will strengthen border security by providing a stronger defense in depth mechanism.

I. SITUATION

A. General Situation:

Hidalgo County is located within the AOR of the Rio Grande Valley Sector, Weslaco and McAllen Border Patrol Stations. Hidalgo County is the eighth largest county in the State of Texas and consist of 1,571 square miles and shares approximately 75 miles of international border with Mexico jurisdiction including a number of ingress/egress routes that lead to and from the immediate southern international boundaries of the Rio Grande River border area. Additionally, the County's jurisdiction includes a number of Ports of Entries which include Progreso, Donna, Pharr, Hidalgo, Los Ebanos (manual ferry/barge crossing) and Mission. There are also numerous major thoroughfares such as U.S. Expressway 83 which runs parallel east and west along the Rio Grande River, U.S. 281 which

leads in and out of the County in a north and south direction plus numerous highly traveled arteries. Hidalgo County is located between Cameron County and Starr County and bordered by Brooks County and Willacy County to the North. Hidalgo County's population according to the 2010 U.S. Census was 797,810; rural population consists of over 237,000.
Hidalgo County Sheriff's Office consists of two major divisions, detention and law enforcement. The detention facility which houses 1,200 inmates is staffed by 360 certified detention officers, law enforcement division consist of 293 certified law enforcement personnel, combined total of 653. In addition, HCSO has a civilian support staff which consists of 155 personnel. Hidalgo County is unique in comparison with other counties within Texas. Hidalgo County consists of twenty local municipalities each having its own law enforcement agencies, plus four (precincts) Constables Offices. Hidalgo County Sheriff's Office currently has sixteen (16) LEAs participating in Operation Stonegarden 2013.

B. Terrain/Weather:

Hidalgo County is comprised of 1,571 square miles of the Rio Grande delta. The northern part of the county has sandy and light loam soils over deep reddish or mottled, clayey sub soils, in some areas limestone lies within forty inches from the surface. The southern part of the county has moderately deep loamy surfaces over clayey sub soils.

Hidalgo County is in the south Texas plains vegetation area, which features; grasses, mesquite, live oaks, and chaparral. The climate is subtropical and sub-humid. Temperatures ranging from an average low of 47 °F/8 °C in January to an average high of 96°F/36°C in July; the average annual temperature is 73°F/23°C. Rainfall averages 23 inches (580 mm) a year, while the growing season lasts for 320 days of the year.

C. Criminal Element:

Organized Criminal elements both in Mexico and in United States use identified routes of ingress and egress through Hidalgo County to include U.S. Highways 107, 281, and Expressway 83, to further their criminal enterprise. Intelligence information, to include prior statistical data, indicates that these are the primary routes utilized by the criminal element to further their illegal entry and smuggling activities to locations throughout the United States.

D. Friendly Forces:

FEDERAL
- U.S. Border Patrol
- Homeland Security Investigations
- Federal Bureau of Investigation
- Drug Enforcement Administration

- Alcohol, Tobacco, Firearms, and Explosives
- U.S. Marshall's Service

STATE
- Texas Department of Public Safety
- Texas Parks and Wildlife

LOCAL
- Hidalgo County Sheriff's Office
- Hidalgo County Constable PCT 1
- Hidalgo County Constable PCT 2
- Hidalgo County Constable PCT 3
- Hidalgo County Constable PCT 4
- Alamo Police Department
- Donna Police Department
- Edinburg Police Department
- Hidalgo Police Department
- La Joya Police Department
- Mercedes Police Department
- Mission Police Department
- Palmview Police Department
- Peñitas Police Department
- Pharr Police Department
- San Juan Police Department
- Sullivan City Police Department
- Weslaco Police Department

II. MISSION

The mission of the Hidalgo County Sheriff's Office along with seventeen participating law enforcement agencies will be to provide an enhanced law enforcement visibility and capability within each LEA jurisdictional. This will substantially increase the probability of identification and/or apprehension of criminal elements operating within each LEA jurisdiction. The Sheriff's Office and seventeen participating LEA will accomplish this mission by working with identified agencies that include the U.S. Border Patrol, the Texas Department of Public Safety, and any other State or Federal law enforcement entities.

Funding obtained through OPSG 2014 will be utilized to accomplish a high visibility enforcement presence that will detect, deter and/or interdict criminal and terrorist activity occurring in and/around Hidalgo County. This will be accomplished through utilization of overtime as a force multiplier, operational cost such as fuel or mileage, and acquisition of specialized equipment and vehicles for this purpose.

III. EXECUTION

A. Management/Supervisor Intent:

Hidalgo County and the participating local agencies will enforce local/state laws within their jurisdiction and will not enforce immigration laws on behalf of CBP/Border Patrol. Each participating agency will conduct enforcement activities that have a nexus and contribute to border security.

Through collaboration with participating agencies, targeted areas of the county will increase the capability to prevent, protect against, and respond to border hazards. The collective collaboration of the participating agencies will provide an opportunity for intelligence based operations and further refinement of deployment strategies.

B. General Concept:

Through OPSG 2014 approved funding, participating agencies will enhance their current deployment capabilities through expenditure of overtime and equipment acquisition. Deployment strategies will be adjusted based on intelligence information and historical data that supports the need for increased operations within certain areas of the county. Intelligence liaisons between the U.S. Border Patrol, Weslaco and McAllen Station and the participating agencies, will facilitate the exchange of information to ensure resource deployments are consistent with current and developing intelligence information. The Operation will center its efforts around the prevention, detection and interdiction of crimes and criminals who have a border security nexus. OSG does not authorize extension of Federal authority to State or local law enforcement agencies to enforce Federal immigration laws. When Federal immigration violations are encountered, state and local agencies may refer those violations to the Border Patrol for appropriate action.

C. Specific Responsibilities:

1. Hidalgo County Sheriff's Office (HCSO):

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG 14 HCSO will provide eleven (11) uniformed deputies in marked vehicles to actively patrol US Expressway 83, Highway 281, Military Highway 1016, FM 492, Loop 374, FM 886, FM 2221, State Highway 107, FM 1925 and corridors between the Border Patrol checkpoints and border egress routes including, FM 907, FM 2812, FM 681, FM 1015, FM 491, FM 88, FM 493, FM 186, FM 1017, and FM 490.

HCSO will have the eleven (11) uniformed deputies to enforce state law and local ordinances against violators in the target areas to help reduce criminal activity associated with drugs, humans, weapons and U.S. Currency smuggling and any and all criminal activity that places U.S. citizens and all persons within Hidalgo County at risk of endangerment.
In order support the deputies on the field, HCSO will have one (1) Communications officer to assist in dispatching field deputies in regards to Stonegarden operations.

HCSO will have one accountant and two administrative assistants which will assist in the management and administration of Stonegarden grant. One accountant at the Hidalgo County Auditors' Office will be assigned to work on the management and administration of the Stonegarden grant.

2. Hidalgo County Constable Precinct 1:

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, FM 1015, FM 491 and Military Highway 281). During OPSG 14 Hidalgo County Precinct 1 Constable's Office will provide eight (8) uniformed deputies in marked vehicles to actively patrol the Precinct 1 area and will assist the Hidalgo County Sheriff's Office to patrol the 75 miles of US/ Mexico Border on an as needed basis.

3. Hidalgo County Constable Precinct 2:

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG 14 Hidalgo County Precinct 2 Constable's Office will provide ten (10) uniformed deputies in marked vehicles to actively patrol the Precinct 2 area and will assist the Hidalgo County Sheriff's Office to patrol the US/Mexico Border.

4. Hidalgo County Constable Precinct 3:

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG 14 Hidalgo County Precinct 3 Constable's Office will provide twelve (12) uniformed deputies in marked vehicles to actively patrol the Precinct 3 area and will assist the Hidalgo County Sheriff's Office to patrol the US/ Mexico Border that is in the Precinct 3 area.

5. Hidalgo County Constable Precinct 4:

Hidalgo County Constable Precinct 4 will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. During OPSG 14 Hidalgo County Precinct 4 Constable's Office will provide nine (9) uniformed deputies in marked vehicles to actively patrol the Precinct 4 area and assist the Hidalgo County Sheriff's Office in their efforts to meet the goals of OPSG 14.

6. Alamo Police Department:

The Alamo Police Department will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. The Alamo Police Department will have one (1) officer working four days a week which will aggressively patrol its area of responsibility focusing on illegal immigrant smuggling and narcotics trafficking in efforts to curb and/or eliminate criminal activity. The Alamo Police Department will also cooperate with local, state and federal agencies and share criminal intelligence gathered throughout the operational period.

7. Donna Police Department:

The Donna Police Department will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. Donna P.D. on a weekly basis will have a total of four (4) officer's patrol the 12 miles of US/Mexico border. These officers will protect the citizens of the US and Hidalgo County against those who enter into the US with the sole purpose of engaging in criminal activities.

8. Edinburg Police Department:

The Edinburg Police Department will increase law enforcement in areas identified as alien smuggling and/or drug smuggling routes within the City of Edinburg. Edinburg Police Department will have a total of three (3) officers working six hours a day under this operational plan. Edinburg has over 14 miles of US Hwy 281 which has been identified as one of the major smuggling routes in the country, with illegal aliens and drugs going north and illicit monies and weapons coming south. OPSG 14 will be utilized by the Edinburg Police Department to disrupt criminal activities along, and surrounding the US Hwy 281 corridor. This is to include roads that feed US Hwy 281, such as Bus. Hwy 281 (Closner Blvd.), State Hwy 107 (University Dr), FM 1925 (Monte Cristo Rd), etc; ancillary roads such as Mon Mack Rd, McColl Rd, FM 3420 (Jackson Rd), FM 1426 (Raul Longoria Rd), etc. and any other locations that are identified through investigation as being used for smuggling activities. Officers will be enforcing state and local laws.

9. Hidalgo Police Department:

The Hidalgo Police Department will increase law enforcement presence/patrol activity in the area surrounding the Hidalgo POE and border egress routes within the city. Hidalgo Police Department will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. Hidalgo Police Department will provide three (3) uniformed officers in marked vehicles (i.e. patrol units, all-terrain vehicles, bicycles, etc.) to actively patrol border egress routes in Spur 115, SH336, US Military 281, and McColl Road, Jackson Road.

10. La Joya Police Department:

The La Joya Police Department estimates that officers may work from a minimum of one officer to two officers per shift of overtime enforcement. All certified peace officers from the rank of Chief would be eligible to participate in Operation Stonegarden. This overtime would act as a force multiplier for the La Joya Police Department and would greatly increase border security. The La Joya Police Department will have a total of eleven (11) Officers set at different times which will patrol the city of La Joya during the participation of Operation Stonegarden. These units will be very visible and will address human and narcotic smuggling through the city and will provide assistance to any participating agency requesting assistance.

11. Mercedes Police Department:

Mercedes Police Dept. will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. Mercedes P.D., on a weekly basis, will have a total of two (2) Mercedes Officers patrol corridors leading from the US/Mexico border and into town along with the 11.2 square miles of jurisdiction within the city limits of Mercedes. These officers will protect the citizens of the US, the city of Mercedes, and Hidalgo County against those who enter into the US with the sole purpose of engaging in criminal activities.

12. Mission Police Department:

Mission Police Department will curtail illegal activities in their community, especially along the eighteen (18) miles of jurisdiction bordering Texas/ Mexico border along the Rio Grande River, and their port of entry (Anzalduas International Bridge). One of the main purposes of this operation is to reduce the threat of border incursions, which include drug trafficking and human smuggling, among other increases in border violence. The Mission

Police Department estimates that six (6) officers will work this operational plan. Their efforts to obtain these objectives will be by increasing law enforcement presence and special operations on routes of border egress within the City of Mission and ultimately to deter crime in our community.

13. Palmview Police Department:

The Palmview Police Department will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. The Palmview Police Department will aggressively patrol its area of responsibility by placing twenty (20) officers focusing on illegal immigrant smuggling and narcotics trafficking in efforts to curb and/or eliminate criminal activity. The Palmview Police Department will also cooperate with local, state and federal agencies and share criminal intelligence gathered throughout the operational period.

14. Peñitas Police Department:

Peñitas Police Dept. will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. Peñitas P.D., on a daily basis, will have a total of two (2) officers patrol the US/Mexico border that is within their jurisdiction. These officers will protect the citizens of Hidalgo County against those who enter into United States with the sole purpose of engaging in criminal activities.

15. Pharr Police Department:

Pharr Officers have seen an increase in border violence in the neighboring Mexico cities of Reynosa and Rio Bravo. Numerous sources indicate that there have been gun battles and casualties between various Drug Trafficking Organizations (DTO's). Because of the proximity and direct access to the U.S. via the Pharr Port of Entry (POE), the realization of a Mexican incursion is a possibility. The public areas surrounding the Pharr POE provide platforms, which may facilitate this type of incursion. The Pharr POD has become a nexus for DTO's for narcotic and human smuggling organizations, due to its vital commercial route that DTO's have tried to exploit and use to their advantage. The Pharr Police Department will be able to increase and provide law enforcement presence by placing twenty (20) officers throughout the duration of Operation Stonegarden. The overtime and specialized equipment will be utilized to serve and protect the citizens of the United States and the City of Pharr from those criminal minded illegal immigrants who enter the U.S. for the sole purpose of committing criminal acts.

16. San Juan Police Department:

The San Juan Police Department (SJPD) will reduce threat of border incursions and exercise risk management in relation to anti-smuggling efforts by increasing law enforcement presence and special operations on routes of border egress in the Weslaco Station AOR. San Juan Police Department will utilize Stonegarden funding for overtime and equipment in order to increase law enforcement presence/patrol activity in the area surrounding Weslaco Station' Critical Transit Nodes (Expressway 83, FM 1426). SJPD will not enforce Title 8 (US Immigration law). SJPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. SJPD will provide four (4) uniformed officers in marked vehicles to actively patrol the Expressway 83, North and South FM 1426, South Stewart Road, Military Hwy 281, Cesar Chavez Road and "I" road. Officers and police vehicles assigned to this operation will concentrate in the above mentioned target areas with the goal of enforcing state laws such as, but not limited to, intercepting illegal drugs and other anti-smuggling efforts. The overtime would act as a force multiplier for the SJPD and would greatly increase border safety and security.

17. Sullivan City Police Department:

The Sullivan City Police Department will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. The Sullivan City Police Department will aggressively patrol its area of responsibility by placing nine (9) uniformed officers to focus on illegal immigrant smuggling and narcotics trafficking in efforts to curb and/or eliminate criminal activity. The Sullivan City Police Department will also cooperate with local, state and federal agencies and share criminal intelligence gathered throughout the operational period.

18. Weslaco Police Department:

The City of Weslaco Police Department will consistently participate in the daily operations, goals and objectives set forth within the operational plan for Operation Stonegarden. The City of Weslaco Police Department, on a scheduled daily basis, will contribute the deployment of two (2) Police Officers and one (1) Lieutenant-level Officer for a total of three (3) officers to patrol the 1,241 miles of the Texas / Mexico Border along the Rio Grande River and assist within the 1,600 square-mile jurisdiction within Hidalgo County, Texas if need be. These Officers will protect the citizens of the U.S. and Hidalgo County against those who enter into U.S. sovereign territory with the purpose of engaging in criminal activities. These Officers also will coordinate with other agencies, including the Hidalgo County Sheriff's Office, to effectively promote the safety and welfare of the citizens of the City of Weslaco and Hidalgo County, Texas.

D. Coordinating Instructions:

The Rio Grande Valley (RGV) Chief Patrol Agent will have operational oversight and in coordination/collaboration with OPSG stakeholders, will determine which areas will be the focus of operations. RGV and local participating agencies will be executing a quarterly OPSG operational plan for submission to Office of Border Patrol. RGV stations will be responsible for OPSG related enforcement activities and intelligence sharing within their respective AORs. An Incident Command System (ICS) may be utilized to facilitate sector-wide coordination and monitoring of OPSG activities as warranted during special operations. RGV stations along with State and local representatives will ensure daily OPSG activities within their respective AOR are monitored and reported accordingly. Border Patrol Stations will be responsible for reporting OPSG related intelligence to the RGV Sector Intelligence Unit (SIU) as appropriate.

Each participating OPSG agency will have a designated management representative as noted in the Command and Control section of this operational plan.

Activity Reporting-
At the conclusion of each shift/operation, OPSG state/local law enforcement officers will complete an Activity Report (AR). The AR will be submitted via email to RGV Headquarters and County Headquarters. RGV OPSG Group will be responsible for compiling daily activity reports and the Hidalgo County Auditor's Office will be responsible for tracking OPSG expenditures. Weekly Activity and After-Action Reports will be completed by RGV OPSG Group and submitted via email to OBP.

Information Sharing-
All source documents (e.g. arrest reports, citations, field interviews, etc.) will be sent to RGV-SIU for evaluation. Items of interest will be developed by the RGV-SIU and forwarded to station Border Patrol Agent-Intelligence (BPA-I), Participating Agencies, and the OPSG IPT for action.

Intelligence Products-
Intelligence products including mapping, trend analysis, community impact, and target files will be developed via a collaborative effort between RGV-SIU and the participating agencies.

Performance Metrics-
OPSG impact on border security and public safety will be gauged by several mechanisms:

• Statistically tracked events such as traffic stops, citations, misdemeanor/felony arrests, and contraband seizures in OPSG target areas

• Intelligence evaluation of OPSG effect on targeted criminal organizations and their activities
• Third party indicators ascertained via crime statistical analysis and community impact data developed by the participating agency.

IV. ADMINISTRATION/LOGISTICS

A. Cost Estimates/Funding Issues:

A.1 Cost Estimates/Funding Requests

1st Tactical Period (October 1, 2014 through March 31, 2015)

Hidalgo County Sheriff's Office

12,311.228 Operational overtime hours @ avg. OT rate $35.87/hr.	
Total overtime	$441,603.75
Total fringe (OT x 22%)	$97,152.83
(AEL 130.OS.01.OTSG)	
1,114.781 Operational overtime hours (Communications Officer) @ avg. OT rate $24.59/hr.	
Total overtime	$27,412.46
Total fringe (OT x 22%)	$6,030.74
(AEL 130.OS.01.OTSG)	
M&A (Sheriff's Office/Auditors Office)	
TOTAL M&A	$26,768.22
(AEL 100-HF-01-GASB)	
Mileage 130,611.11 miles X .560 per mile	$73,142.22
(AEL 130FC.01MILE)	
Eight (8) 2015 Chevrolet Tahoes or equivalent with police package to include: overhead emergency lighting, prisoner cages, computer/laptops, laptop stands, software, modem, shotgun mounts, in-car video camera system, radar and console placement @ $57,066.24 ea.	$456,529.92
(AEL 21OS-01-EQUP)	
HCSO Subtotal	**$1,128,640.14**

Hidalgo County Constable PCT 1

512.9909 Operational overtime hours @ avg. OT rate $29.60	
Total overtime	$15,184.53
Total fringe (OT x 22%)	$3,340.60
(AEL 130.OS.01.OTSG)	
Mileage 7,033.07 X .560 per mile	$3,938.52
(AEL 130FC.01MILE)	
One (1) 2015 Fully Equipped Patrol Vehicle	$30,000.00
(AEL 21OS-01-EQUP)	
One (1) Police package to include police lighting, radar, camera system, gun racks, cages, decals, radio and radar and console placement, etc.	$25,072.71
(AEL 21OS-01-EQUP)	
HC PCT 1 Subtotal	**$77,536.36**

Hidalgo County Constable PCT 2

1,376.1177 Operational Overtime hours @ avg. OT rate $29.81/hr.	
Total overtime	$41,022.08
Total fringe (OT x 22%)	$9,024.85
(AEL 130.OS.01.OTSG)	
Mileage 4,380.47 X .560 per mile	$2,453.07
(AEL 130FC.01MILE)	
One (1) 2015 Chevrolet Tahoe or equivalent (Fully equipped with police package to include: overhead emergency lighting, prisoner cages,	

computer/laptops, laptop stands, software, modem, shotgun mounts, in-car video camera system, radar and console placement) (AEL 21OS-01-EQUP)	$45,000.00
One (1) APX-radio (to be installed in vehicle) (AEL 21OS-01-SPEC)	$7,000.00
One (1) Panasonic tough book (to be installed in vehicle) (AEL 21OS-01-SPEC)	$ 3,000.00
One (1) Used Chevy Tahoe or equivalent (AEL 21OS-01-EQUP)	$10,000.00
HC PCT 2 Subtotal	**$117,500.00**

Hidalgo County Constable PCT 3

1,259.99 Operational overtime hours @ avg. rate $31.51/hr. Total overtime Total fringe (OT x 22%) (AEL 130.OS.01.OTSG)	 $39,699.45 $8,733.88
Mileage 17,036.44 miles X .560 per mile (AEL 130FC.01MILE)	$9,540.56
Two (2) 2015 Fully Equipped Patrol Vehicles (AEL 21OS-01-EQUP)	$ 64,000.00
Two (2) full patrol packages @ $10,026.12 ea. (AEL 21OS-01-EQUP)	$20,052.23
HC PCT 3 Subtotal	**$142,026.12**

Hidalgo County Constable PCT 4

1,152.1518 Operational overtime hours @ avg. OT rate $33.72/hr. Total overtime Total fringe (OT x22%) (AEL 130.OS.01.OTSG)	 $38,850.56 $ 8,547.12

Mileage 12,682.70 miles X .560 per mile (AEL 130FC.01MILE)	$7,102.32
One (1) 2015 Law Enforcement Patrol Vehicle To include: overhead emergency lighting, communications Radio, radar, computer/laptop, modem, shotgun/laptop Mounts, camera system (AEL 21OS-01-EQUP)	$51,000.00
HC PCT 4 Subtotal	**$ 105,500.00**

Alamo Police Department

660 Operational overtime hours @ avg. OT rate $30.00/hr. Total overtime Total fringe (OT x 20.26%) (AEL 130.OS.01.OTSG)	$19,800.00 $4,011.48
Mileage 5,840 miles X .560 per mile (AEL 130FC.01MILE)	$3,270.40
Two (2) Used Chevrolet Tahoe or equivalent to include emergency equipment: emergency lights, siren, cages, lap top mount, mobile radio, video system and graphics. (AEL 21OS-01-EQUP)	$25,836.24
Alamo Subtotal	**$52,918.12**

Donna Police Department

936.095 Operational overtime hours @ avg. OT rate $24.63/hr. Total overtime Total fringe (OT x16.49%) (AEL 130.OS.01.OTSG)	$23,056.02 $3,801.94
Mileage 5,538 miles X .560 per mile (AEL 130FC.01MILE)	$3,101.28
One (1) 2015 Ford Explorer Unit or equivalent With police package installed (AEL 21OS-01-EQUP)	$40,081.53

Donna Subtotal	**$70,040.77**

Edinburg Police Department

1,512 Operational overtime hours @ avg. OT rate $45.00/hr.	
Total overtime	$68,040.00
Total fringe (OT x 25.72%)	$17,499.89
(AEL 130.OS.01.OTSG)	
Mileage 25,949.15 miles X .560 per mile	$14,531.52
(AEL 130FC.01MILE)	
Two (2) 2015 Ford Explorer or equivalent @ $28,974.00 ea.	$57,948.00
(AEL 21OS-01-EQUP)	
Two (2) full patrol packages to include: police radio, stripe kit, center console for radio, overhead lights and siren, coban in car video system, radar unit, rifle rack, push bumper, and installation @ $20,954.59 ea.	$41,909.18
(AEL 21OS-01-EQUP)	
Edinburg Subtotal	**$ 199,928.59**

Hidalgo Police Department

3,203.728 Operational overtime hours @ avg. OT rate $20.88/hr.	
Total overtime	$66,893.84
Total fringe (OT x21.98%)	$14,703.27
(AEL 130.OS.01.OTSG)	
Mileage 21,840 miles X .560 per mile	$12,230.40
(AEL 130FC.01MILE)	
One (1) 2015 Ford F-150 Crew cab or equivalent with police package to include: overhead emergency lighting, prisoner cages, computer/laptops, laptop stands, software, modem, shotgun mounts, in-car video camera system, radar and console placement	$45,095.00

(AEL 21OS-01-EQUP)

One (1) SkyCop Surveillance Systems Solar power with day/thermal cams (AEL 21OS-01-SPEC)	$67,250.00
Hidalgo Subtotal	**$206,172.51**

La Joya Police Department

925.3586 Operational overtime hours @ avg. OT rate $23.76/hr.	
Total overtime	$21,986.52
Total fringe (OT x 16.45%) (AEL 130.OS.01.OTSG)	$3,616.78
Mileage 4,726.24 miles X .560 per mile (AEL 130FC.01MILE)	$2,646.70
Two (2) APX 6000 P25 Portable Radios @ $6,250.00 each (AEL 21OS-01-SPEC)	$12,500.00
One (1) 2015 Chevrolet Tahoe or equivalent with police package Including: rear partitions, console, emergency lights and siren, Push bumper, watch guard 4RE dash camera, decals, and radar (AEL 21OS-01-EQUP)	$31,000.00
La Joya Subtotal	**$71,750.00**

Mercedes Police Department

904.902 Operational overtime hours @ avg. OT rate $32.24/hr.	
Total overtime	$29,174.04
Total fringe (OT x 31.51%) (AEL 130.OS.01.OTSG)	$9,192.74
Mileage 6,637.20 miles X .560 per mile (AEL 130FC.01MILE)	$3,716.84
One (1) new 2015 police package Chevy Tahoe or equivalent to include: graphics, console with accessories and mounting equipment, emergency lighting, radar unit, mobile DVR system, push bumper, siren, siren speaker, gun rack and rear storage organizer, computer/laptop,	$64,934.78

dual band radio, Whelen light bar, siren speaker, siren box and controller (AEL 21OS-01-EQUP)	
One (1) Steiner Military Binoculars @ $899.99 (Difference of $1.99 to be paid with City funds) (AEL 21OS-01-SPEC)	$898.00
Mercedes Subtotal	**$107,916.40**

Mission Police Department

2,016.041 Operational overtime hours @ avg. OT rate $35.83/hr. Total overtime Total fringe (OT x 19.41%) (AEL 130.OS.01.OTSG)	 $72,234.75 $14,020.76
Mileage 11,700 miles X .560 per mile (AEL 130FC.01MILE)	$6,552.00
One (1) Fully equipped 2015 police vehicle to include: anti-theft device, radar, L3 Comm. Mobile Vision PCS Mobile-Panasonic laptop, police safety package to include: red/blue overhead light bars, siren, cage, plexi-glass partition, push bars, police radio, weapon mount, rear seat, emergency side lights (AEL 21OS-01-EQUP)	$60,445.00
Four (4) Off-Road Vehicles (ATV) @ $10,500 ea. (AEL 21OS-01-SPEC)	$42,000.00
Two (2) enclosed trailers to carry ATV's @ $5,500.00 ea. (AEL 21OS-01-SPEC)	$11,000.00
Four (4) Full face helmets @ $155.00 ea. (AEL 21OS-01-SPEC)	$620.00
Three (3) Glove sets @ $40.00 ea. (AEL 21OS-01-SPEC)	$120.00
Four (4) Goggles @ $50.00 ea. (AEL 21OS-01-SPEC)	$200.00
Mission Subtotal	**$ 207,192.51**

Palmview Police Department

1,125 Operational overtime hours @ avg. OT rate $36/hr. Total overtime Total fringe (no fringes being claimed) (AEL 130.OS.01.OTSG)	 $40,500.00 $ 0.00
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
One (1) FLIR Thermal Image Monocular @ $7,139.00 **(Difference of $1,154.00 to be paid with City funds)** (AEL 210S-01-SPEC)	$5,985.00
Two (2) ATV's 2014 Outlander 1000 Max w/ accessories @ $30,780.35 total **(Difference of $2,465.35 to be paid with City funds)** (AEL 21OS-01-SPEC)	$28,315.00
Fourteen (14) Mobile Data terminal installation of AVL Software for patrol fleet @ $10,475 **(Difference of $775.00 to be paid with City funds)** (AEL 04AP-07-INVN)	$9,700.00
Palmview Subtotal	**$84,500.00**

Peñitas Police Department

1,460 Operational overtime hours @ avg. OT rate $21.51/hr. Total overtime Total fringe (OT x 7.65% FICA only being claimed) (AEL 130.OS.01.OTSG)	 $31,404.60 $2,402.45
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
One (1)2015 Chevrolet Tahoe PPV or equivalent Fully equipped to include: Fleet Safety Equipment (lights, sirens, cage, etc.) and One safety vision camera (to be installed in vehicle) (AEL 21OS-01-EQUP)	$46,073.56
Peñitas Subtotal	**$79,880.61**

Pharr Police Department

2,720 Operational overtime hours @ avg. OT rate $33.00/hr.	
Total overtime	$89,760.00
Total fringe (no fringes being claimed)	$0.00
(AEL 130.OS.01.OTSG)	
Mileage (no mileage being claimed)	$0.00
(AEL 130FC.01MILE)	
Equipment /Technology	
One (1) Skywatch Tower (Sentinel) equipped with	
4 thermal sensitive cameras, a high power spot light,	
With several sensors in/and around the platform tower	$113,218.00
(AEL 21OS-01-SPEC)	
One (1) Diesel generator (permanent, attached and secured	
to skybox, not construction)	$7,262.00
(AEL 21OS-01-SPEC)	
Pharr Subtotal	**$210,240.00**

San Juan Police Department

1,080.06 Operational overtime hours @ avg. OT rate $30.61/hr.	
Total overtime	$33,060.63
Total fringe (OT x 12.8%)	$4,231.77
(AEL 130.OS.01.OTSG)	
Mileage (no mileage being claimed)	$0.00
(AEL 130FC.01MILE)	
One (1) 2015 fully equipped Chevy Silverado	
Crew cab LT or equivalent	$32,577.00
(AEL 21OS-01-EQUP)	
One (1) 2015 fully equipped Dodge Durango or equivalent	$ 38,981.00
(AEL 21OS-01-EQUP)	
One (1) Tool box and cover	$3,857.20
(AEL 21OS-01-SPEC)	

San Juan Subtotal	**$112,707.60**

Sullivan City Police Department

1,350 Operational overtime hours @ avg. OT rate $20.72/hr.	
Total overtime	$27,965.63
Total fringe (OT x 7.65%FICA only being claimed) (AEL 130.OS.01.OTSG)	$2,139.37
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
One (1) 2015 Police Cruiser with Police Package or equivalent To include: Inner interior lightbar, liberty lightbar, Headlight/taillight flasher, LED spotlight, speaker, Siren light controller, TAD8 Traffic Advisor, ETC. (AEL 21OS-01-EQUP)	$39,790.00
Sullivan City Subtotal	**$ 69,895.00**

Weslaco Police Department

1,248.06 Operational overtime hours @ avg. OT rate $42.41/hr.	
Total overtime	$52,930.22
Total fringe (OT x 18.08%) (AEL 130.OS.01.OTSG)	$9,569.78
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
Weslaco Subtotal	**$62,500.00**

Cost Estimates Phase 1:

General Cost:	$1,681,477.18
OT Cost:	$ 1,425,367.55
Total Cost:	$3,106,844.73

2nd Tactical Period (April 1, 2015 through August 31, 2015)

Hidalgo County Sheriff's Office

12,311.228 Operational overtime hours @ avg. OT rate $35.87/hr.	
Total overtime	$ 441,603.75
Total fringe (OT x 22%)	$ 97,152.83
(AEL 130.OS.01.OTSG)	
1,114.781 Operational overtime hours (Communications Officer) @ avg. OT rate $24.59/hr.	
Total overtime	$27,412.46
TotalFringe(OTx22%)	$6,030.74
(AEL 130.OS.01.OTSG)	
M&A (Sheriff's Office/Auditors Office)	
TOTAL M&A	$26,768.22
(AEL 100-HF-01-GASB)	
Mileage 130,611.0715 miles X .560 per mile	$73,142.20
(AEL 130FC.01MILE)	
HCSO Subtotal	**$ 672,110.20**

Hidalgo County Constable PCT 1

512.9909 Operational overtime hours @ avg. OT rate $29.60	
Total overtime	$ 15,184.53
Total fringe (OT x 22%)	$ 3,340.59
(AEL 130.OS.01.OTSG)	
Mileage 7,033.07 X .560 per mile	$3,938.52
(AEL 130FC.01MILE)	
HC PCT 1 Subtotal	**$22,463.64**

Hidalgo County Constable PCT 2

1,376.1177 Operational Overtime hours @ avg. OT rate $29.81/hr.	
Total overtime	$41,022.08
Total fringe (OT x 22%)	$9,024.85
(AEL 130.OS.01.OTSG)	
Mileage 4,380.48 X .560 per mile	$ 2,453.07
(AEL 130FC.01MILE)	
HC PCT 2 Subtotal	**$ 52,500.00**

Hidalgo County Constable PCT 3

1,259.99 Operational overtime hours @ avg. rate $31.51/hr.	
Total overtime	$ 39,699.45
Total fringe (OT x 22%)	$ 8,733.88
(AEL 130.OS.01.OTSG)	
Mileage 17,036.7 miles X .560 per mile	$ 9,540.55
(AEL 130FC.01MILE)	
HC PCT 3 Subtotal	**$ 57,973.88**

Hidalgo County Constable PCT 4

1,152.1518 Operational overtime hours @ avg. OT rate $33.72/hr.	
Total overtime	$ 38,850.56
Total fringe (OT x22%)	$ 8,547.13
(AEL 130.OS.01.OTSG)	
Mileage 12,682.70 miles X .560 per mile	$ 7,102.31
(AEL 130FC.01MILE)	
HC PCT 4 Subtotal	**$ 54,500.00**

Alamo Police Department

660 Operational overtime hours @ avg. OT rate $30.00/hr.	
Total overtime	$ 19,800.00

Total fringe (OT x 20.26%) (AEL 130.OS.01.OTSG)	$4,011.48
Mileage 5,840 miles X .560 per mile (AEL 130FC.01MILE)	$3,270.40
Alamo Subtotal	**$27,081.88**

Donna Police Department

936.095 Operational overtime hours @ avg. OT rate $24.63/hr.	
Total overtime	$23,056.02
Total fringe (OT x16.49%) (AEL 130.OS.01.OTSG)	$3,801.93
Mileage 5,538 miles X .560 per mile (AEL 130FC.01MILE)	$3,101.28
Donna Subtotal	**$29,959.23**

Edinburg Police Department

1,512 Operational overtime hours @ avg. OT rate $45.00/hr.	
Total overtime	$68,040.00
Total fringe (OT x 25.72%) (AEL 130.OS.01.OTSG)	$17,499.89
Mileage 25,949.4 miles X .560 per mile (AEL 130FC.01MILE)	$14,531.52
Edinburg Subtotal	**$100,071.41**

Hidalgo Police Department

3,203.728 Operational overtime hours @ avg. OT rate $20.88/hr.	
Total overtime	$66,893.83
Total fringe (OT x21.98%) (AEL 130.OS.01.OTSG)	$14,703.26
Mileage 21,840 miles X .560 per mile (AEL 130FC.01MILE)	$12,230.40
Hidalgo Subtotal	**$93,827.49**

La Joya Police Department

925.3586 Operational overtime hours @ avg. OT rate $23.76/hr.	
Total overtime	$21,986.52
Total fringe (OT x 16.45%) (AEL 130.OS.01.OTSG)	$3,616.79
Mileage 4,726.23 miles X .560 per mile	$2,646.69
La Joya Subtotal	**$28,250.00**

Mercedes Police Department

904.902 Operational overtime hours @ avg. OT rate $32.24/hr.	
Total overtime	$29,174.03
Total fringe (OT x 31.51%) (AEL 130.OS.01.OTSG)	$9,192.74
Mileage 6,637.20 miles X .560 per mile (AEL 130FC.01MILE)	$3,716.83
Mercedes Subtotal	**$42,083.60**

Mission Police Department

2,016.0407 Operational overtime hours @ avg. OT rate $35.83/hr.	
Total overtime	$72,234.74
Total fringe (OT x 19.41%) (AEL 130.OS.01.OTSG)	$14,020.75
Mileage 11,700 miles X .560 per mile (AEL 130FC.01MILE)	$6,552.00
Mission Subtotal	**$92,807.49**

Palmview Police Department

1,125 Operational overtime hours @ avg. OT rate $36/hr.	
Total overtime	$40,500.00
Total fringe (no fringes being claimed) (AEL 130.OS.01.OTSG)	$0.00
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
Palmview Subtotal	**$40,500.00**

Peñitas Police Department

1,460 Operational overtime hours @ avg. OT rate $21.51/hr.	
Total overtime	$31,404.60
Total fringe (OT x 7.65% FICA only being claimed) (AEL 130.OS.01.OTSG)	$2,402.45
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
Peñitas Subtotal	**$33,807.05**

Pharr Police Department

2,720 Operational overtime hours @ avg. OT rate $33.00/hr.	
Total overtime	$89,760.00
Total fringe (no fringes being claimed) (AEL 130.OS.01.OTSG)	$0.00
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
Pharr Subtotal	**$89,760.00**

San Juan Police Department

1,080.06 Operational overtime hours @ avg. OT rate $30.61/hr.	
Total overtime	$33,060.64
Total fringe (OT x 12.8%) (AEL 130.OS.01.OTSG)	$4,231.76
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
San Juan Subtotal	**$37,292.40**

Sullivan City Police Department

1,350 Operational overtime hours @ avg. OT rate $20.72/hr.	
Total overtime	$27,965.63
Total fringe (OT x 7.65%FICA only being claimed) (AEL 130.OS.01.OTSG)	$ 2,139.37
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
Sullivan City Subtotal	**$30,105.00**

Weslaco Police Department

1,248.06 Operational overtime hours @ avg. OT rate $42.41/hr.	
Total overtime	$52,930.22
Total fringe (OT x 18.08%) (AEL 130.OS.01.OTSG)	$9,569.78
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
Weslaco Subtotal	**$ 62,500.00**

Cost Estimates Phase 2:

General Cost:	$ 142,225.79
OT Cost:	$1,425,367.48
Total Cost:	$1,567,593.27

TOTAL PHASE 1 AND 2

General Cost:	$ 1,823,702.97
OT Cost:	$ 2,850,735.03
Total Cost:	$ 4,674,438.00

B. Travel:

Not Applicable

C. Lodging:

Not Applicable

D. Reception of Detailed Personnel:

Not Applicable

E. Uniform and Equipment:

Not Applicable

F. Special Equipment:

See Cost Estimates/Funding Issues

G. Alien Processing:

Individuals encountered during enforcement efforts that are determined to be undocumented aliens will be turned over to Border Patrol for processing and disposition, unless otherwise specified (e.g. those individuals wanted for state crimes). Custody of seized contraband will be the responsibility of the arresting agency and will be processed in accordance with existing federal, state, and local policies.

H. Medical:

Medical emergencies will be coordinated as per the County's safety protocol.

I. Detention/Transportation:

Alien detention and transportation will be coordinated with the Border Patrol.

J. Vehicles:

State and local law enforcement vehicles will be used in support of this operation. Fuel, mileage, and maintenance costs may be reimbursed in whole or in part for those vehicles utilized in OPSG related operations.

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

Participating agencies will maintain their individual chains of command as dictated by internal policies and guidelines. Operations Orders for specific Stonegarden enforcement efforts will be approved by the Chief Patrol Agent, Rio Grande Valley Sector, followed by Office of Border Patrol and FEMA prior to funding.

1. Border Patrol	CPA Kevin W. Oaks	956-289-4800
2. HCSO	Sheriff J.E. "Eddie" Guerra	956-383-8114
3. HC PCT 1	Constable Celestino Avila	956-447-3775
4. HC PCT 2	Constable Martin Cantu	956-784-3510
5. HC PCT 3	Constable Larry Gallardo	956-581-6800
6. HC PCT 4	Constable Atanacio " J.R." Gaitan	956-383-8560
7. Alamo P.D.	Chief Arturo Espinoza	956-787-1454
8. Donna P.D.	Chief Ruben De Leon	956-464-4481
9. Edinburg P.D.	Chief Rolando Castaneda	956-383-7411
10. Hidalgo P.D.	Chief Rodolfo Espinoza	956-843-2737
11. La Joya	Chief Geovani Hernandez	956-585-4855
12. Mercedes P.D.	Chief Olga Maldonando	956-565-3102
13. Mission P.D.	Chief Robert Dominguez	956-584-5000
14. Palmview P.D.	Chief Chris R. Barrera	956-581-7416
15. Peñitas P.D.	Chief Roel Bermea	956-583-0050
16. Pharr P.D.	Chief Ruben Villescas	956-787-8546
17. San Juan P.D.	Chief Juan Gonzalez	956-787-9904
18. Sullivan City P.D.	Chief Miguel Martinez	956-485-9208
19. Weslaco P.D.	Interim Chief Sergio Ramirez	956-968-8591

B. Unit Command:

RGV Sector Headquarters (956) 289-4800
CPA Kevin Oaks

ACPA Robert L. Carr

McAllen Border Patrol Station (Hidalgo County)
PAIC Felix Cantu Jr.
956-217-3800

Weslaco Border Patrol Station (Hidalgo County)
PAIC Hector Escamilla
956-647-8800

C. Communication Details:

The Hidalgo County Sheriff Office along with the participating agencies will be in accordance with existing communications policies for each agency and station area of operations.

D. Map Coordinates:

Notes: Hidalgo County is located in the southern district of Texas and is bordered by Cameron County on the east, Brooks County on the North, Starr County on the West and Mexico to the south. Hidalgo County is the eighth (8th) largest county in Texas. Hidalgo County is 1,571 square miles, and shares 75 miles of international border with Mexico. Its elevation ranges from forty (40) to two hundred (200) feet. The center point of the county is as follows:

	Longitude	Latitude
Degrees : Minutes : Seconds	98 : 19 : 57	26 : 28 : 15
Decimal	-98.33246	26.47073

Location Zone: Hidalgo County

ANNEX

A. Administration Annex:

The RGV Stations will serve as the Hub for all apprehensions occurring in the Hidalgo County (Sheriff Office) and participating friendly forces/police department during Stonegarden Operations. We will coordinate all apprehensions of illegal aliens in partnership with the RGV, U.S. Customs and Border Protection as outlined in the National Border Patrol Strategy to achieve border security and border protection

enhancement efforts along the U.S./Mexico border. In all undocumented alien detentions and apprehensions as a result of smuggling and contraband cases we will coordinate in partnership with the RGV Border Patrol Station or DEA Office as to the disposition of the individuals for processing by the appropriate agency.

Frago #1 (Tactical Period #1)
Hidalgo County is requesting release of 1st Tactical Period funds to conduct operations within the Rio Grande City Border Patrol Station Area of Operations.
Tactical Period 1: October 01, 2014 through August 31, 2015

Hidalgo County Sheriff's Office

12,311.228 Operational overtime hours @ avg. OT rate $35.87/hr.	
Total overtime	$441,603.75
Total fringe (OT x 22%)	$97,152.83
(AEL 130.OS.01.OTSG)	
1,114.781 Operational overtime hours (Communications Officer) @ avg. OT rate $24.59/hr.	
Total overtime	$27,412.46
Total fringe (OT x 22%)	$6,030.74
(AEL 130.OS.01.OTSG)	
M&A (Sheriff's Office/Auditors Office)	
TOTAL M&A	$26,768.22
(AEL 100-HF-01-GASB)	
Mileage 130,611.11 miles X .560 per mile	$73,142.22
(AEL 130FC.01MILE)	
Eight (8) 2015 Chevrolet Tahoes or equivalent with police package to include: overhead emergency lighting, prisoner cages, computer/laptops, laptop stands, software, modem, shotgun mounts, in-car video camera system, radar and console placement @ $57,066.24 ea.	$456,529.92
(AEL 21OS-01-EQUP)	
HCSO Subtotal	**$1,128,640.14**

Hidalgo County Constable PCT 1

512.9909 Operational overtime hours @ avg. OT rate $29.60	
Total overtime	$15,184.53
Total fringe (OT x 22%)	$3,340.60
(AEL 130.OS.01.OTSG)	
Mileage 7,033.07 X .560 per mile	$3,938.52
(AEL 130FC.01MILE)	
One (1) 2015 Fully Equipped Patrol Vehicle	$30,000.00
(AEL 21OS-01-EQUP)	
One (1) Police package to include police lighting, radar, camera system, gun racks, cages, decals, radio and radar and console placement, etc.	$25,072.71
(AEL 21OS-01-EQUP)	
HC PCT 1 Subtotal	**$77,536.36**

Hidalgo County Constable PCT 2

1,376.1177 Operational Overtime hours @ avg. OT rate $29.81/hr.	
Total overtime	$41,022.08
Total fringe (OT x 22%)	$9,024.85
(AEL 130.OS.01.OTSG)	
Mileage 4,380.47 X .560 per mile	$2,453.07
(AEL 130FC.01MILE)	
One (1) 2015 Chevrolet Tahoe or equivalent (Fully equipped with police package to include: overhead emergency lighting, prisoner cages, computer/laptops, laptop stands, software, modem, shotgun mounts, in-car video camera system, radar and console placement)	$45,000.00
(AEL 21OS-01-EQUP)	
One (1) APX-radio (to be installed in vehicle)	$7,000.00
(AEL 21OS-01-SPEC)	

One (1) Panasonic tough book (to be installed in vehicle)$ 3,000.00 (AEL 21OS-01-SPEC)	
One (1) Used Chevy Tahoe or equivalent (AEL 21OS-01-EQUP)	$10,000.00
HC PCT 2 Subtotal	**$117,500.00**

Hidalgo County Constable PCT 3

1,259.99 Operational overtime hours @ avg. rate $31.51/hr.	
Total overtime	$39,699.45
Total fringe (OT x 22%) (AEL 130.OS.01.OTSG)	$8,733.88
Mileage 17,036.44 miles X .560 per mile (AEL 130FC.01MILE)	$9,540.56
Two (2) 2015 Fully Equipped Patrol Vehicles (AEL 21OS-01-EQUP)	$ 64,000.00
Two (2) full patrol packages @ $10,026.12 ea. (AEL 21OS-01-EQUP)	$20,052.23
HC PCT 3 Subtotal	**$142,026.12**

Hidalgo County Constable PCT 4

1,152.1518 Operational overtime hours @ avg. OT rate $33.72/hr.	
Total overtime	$38,850.56
Total fringe (OT x22%) (AEL 130.OS.01.OTSG)	$ 8,547.12
Mileage 12,682.70 miles X .560 per mile (AEL 130FC.01MILE)	$7,102.32
One (1) 2015 Law Enforcement Patrol Vehicle To include: overhead emergency lighting, communications Radio, radar, computer/laptop, modem, shotgun/laptop Mounts, camera system (AEL 21OS-01-EQUP)	$51,000.00

HC PCT 4 Subtotal	**$ 105,500.00**

Alamo Police Department

660 Operational overtime hours @ avg. OT rate $30.00/hr.	
Total overtime	$19,800.00
Total fringe (OT x 20.26%)	$4,011.48
(AEL 130.OS.01.OTSG)	
Mileage 5,840 miles X .560 per mile	$3,270.40
(AEL 130FC.01MILE)	
Two (2) Used Chevrolet Tahoe or equivalent to include emergency equipment: emergency lights, siren, cages, lap top mount, mobile radio, video system and graphics.	$25,836.24
(AEL 21OS-01-EQUP)	
Alamo Subtotal	**$52,918.12**

Donna Police Department

936.095 Operational overtime hours @ avg. OT rate $24.63/hr.	
Total overtime	$23,056.02
Total fringe (OT x16.49%)	$3,801.94
(AEL 130.OS.01.OTSG)	
Mileage 5,538 miles X .560 per mile	$3,101.28
(AEL 130FC.01MILE)	
One (1) 2015 Ford Explorer Unit or equivalent With police package installed	$40,081.53
(AEL 21OS-01-EQUP)	
Donna Subtotal	**$70,040.77**

Edinburg Police Department

1,512 Operational overtime hours @ avg. OT rate $45.00/hr.	
Total overtime	$68,040.00
Total fringe (OT x 25.72%)	$17,499.89
(AEL 130.OS.01.OTSG)	

Mileage 25,949.15 miles X .560 per mile (AEL 130FC.01MILE)	$14,531.52
Two (2) 2015 Ford Explorer or equivalent @ $28,974.00 ea. (AEL 21OS-01-EQUP)	$57,948.00
Two (2) full patrol packages to include: police radio, stripe kit, center console for radio, overhead lights and siren, coban in car video system, radar unit, rifle rack, push bumper, and installation @ $20,954.59 ea. (AEL 21OS-01-EQUP)	$41,909.18
Edinburg Subtotal	**$ 199,928.59**

Hidalgo Police Department

3,203.728 Operational overtime hours @ avg. OT rate $20.88/hr.	
Total overtime	$66,893.84
Total fringe (OT x21.98%) (AEL 130.OS.01.OTSG)	$14,703.27
Mileage 21,840 miles X .560 per mile (AEL 130FC.01MILE)	$12,230.40
One (1) 2015 Ford F-150 Crew cab or equivalent with police package to include: overhead emergency lighting, prisoner cages, computer/laptops, laptop stands, software, modem, shotgun mounts, in-car video camera system, radar and console placement (AEL 21OS-01-EQUP)	$45,095.00
One (1) SkyCop Surveillance Systems Solar power with day/thermal cams (AEL 21OS-01-SPEC)	$67,250.00
Hidalgo Subtotal	**$206,172.51**

La Joya Police Department

925.3586 Operational overtime hours @ avg. OT rate $23.76/hr.	
Total overtime	$21,986.52

Total fringe (OT x 16.45%) (AEL 130.OS.01.OTSG)	$3,616.78
Mileage 4,726.24 miles X .560 per mile (AEL 130FC.01MILE)	$2,646.70
Two (2) APX 6000 P25 Portable Radios @ $6,250.00 each (AEL 21OS-01-SPEC)	$12,500.00
One (1) 2015 Chevrolet Tahoe or equivalent with police package Including: rear partitions, console, emergency lights and siren, Push bumper, watch guard 4RE dash camera, decals, and radar (AEL 21OS-01-EQUP)	$31,000.00
La Joya Subtotal	**$71,750.00**

Mercedes Police Department

904.902 Operational overtime hours @ avg. OT rate $32.24/hr.	
Total overtime	$29,174.04
Total fringe (OT x 31.51%) (AEL 130.OS.01.OTSG)	$9,192.74
Mileage 6,637.20 miles X .560 per mile (AEL 130FC.01MILE)	$3,716.84
One (1) new 2015 police package Chevy Tahoe or equivalent to include: graphics, console with accessories and mounting equipment, emergency lighting, radar unit, mobile DVR system, push bumper, siren, siren speaker, gun rack and rear storage organizer, computer/laptop, dual band radio, Whelen light bar, siren speaker, siren box and controller (AEL 21OS-01-EQUP)	$64,934.78
One (1) Steiner Military Binoculars @ $899.99 **(Difference of $1.99 to be paid with City funds)** (AEL 21OS-01-SPEC)	$898.00
Mercedes Subtotal	**$107,916.40**

Mission Police Department

2,016.041 Operational overtime hours @ avg. OT rate $35.83/hr. Total overtime Total fringe (OT x 19.41%) (AEL 130.OS.01.OTSG)	 $72,234.75 $14,020.76
Mileage 11,700 miles X .560 per mile (AEL 130FC.01MILE)	$6,552.00
One (1) Fully equipped 2015 police vehicle to include: anti-theft device, radar, L3 Comm. Mobile Vision PCS Mobile-Panasonic laptop, police safety package to include: red/blue overhead light bars, siren, cage, plexi-glass partition, push bars, police radio, weapon mount, rear seat, emergency side lights (AEL 21OS-01-EQUP)	$60,445.00
Four (4) Off-Road Vehicles (ATV) @ $10,500 ea. (AEL 21OS-01-SPEC)	$42,000.00
Two (2) enclosed trailers to carry ATV's @ $5,500.00 ea. (AEL 21OS-01-SPEC)	$11,000.00
Four (4) Full face helmets @ $155.00 ea. (AEL 21OS-01-SPEC)	$620.00
Three (3) Glove sets @ $40.00 ea. (AEL 21OS-01-SPEC)	$120.00
Four (4) Goggles @ $50.00 ea. (AEL 21OS-01-SPEC)	$200.00
Mission Subtotal	**$ 207,192.51**

Palmview Police Department

1,125 Operational overtime hours @ avg. OT rate $36/hr. Total overtime Total fringe (no fringes being claimed) (AEL 130.OS.01.OTSG)	 $40,500.00 $ 0.00
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
One (1) FLIR Thermal Image Monocular @ $7,139.00 **(Difference of $1,154.00 to be paid with City funds)**	$5,985.00

(AEL 21OS-01-SPEC)

Two (2) ATV's 2014 Outlander 1000 Max w/ accessories @ $30,780.35 total **(Difference of $2,465.35 to be paid with City funds)** (AEL 21OS-01-SPEC)	$28,315.00
Fourteen (14) Mobile Data terminal installation of AVL Software for patrol fleet @ $10,475 **(Difference of $775.00 to be paid with City funds)** (AEL 04AP-07-INVN)	$9,700.00
Palmview Subtotal	**$84,500.00**

Peñitas Police Department

1,460 Operational overtime hours @ avg. OT rate $21.51/hr.	
Total overtime	$31,404.60
Total fringe (OT x 7.65% FICA only being claimed) (AEL 130.OS.01.OTSG)	$2,402.45
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
One (1)2015 Chevrolet Tahoe PPV or equivalent Fully equipped to include: Fleet Safety Equipment (lights, sirens, cage, etc.) and One safety vision camera (to be installed in vehicle) (AEL 21OS-01-EQUP)	$46,073.56
Peñitas Subtotal	**$79,880.61**

Pharr Police Department

2,720 Operational overtime hours @ avg. OT rate $33.00/hr.	
Total overtime	$89,760.00
Total fringe (no fringes being claimed) (AEL 130.OS.01.OTSG)	$0.00
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00

Equipment /Technology
One (1) Skywatch Tower (Sentinel) equipped with

4 thermal sensitive cameras, a high power spot light, With several sensors in/and around the platform tower (AEL 21OS-01-SPEC)	$113,218.00
One (1) Diesel generator (permanent, attached and secured to skybox, not construction) (AEL 21OS-01-SPEC)	$7,262.00
Pharr Subtotal	**$210,240.00**

San Juan Police Department

1,080.06 Operational overtime hours @ avg. OT rate $30.61/hr.	
Total overtime	$33,060.63
Total fringe (OT x 12.8%) (AEL 130.OS.01.OTSG)	$4,231.77
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
One (1) 2015 fully equipped Chevy Silverado Crew cab LT or equivalent (AEL 21OS-01-EQUP)	$32,577.00
One (1) 2015 fully equipped Dodge Durango or equivalent (AEL 21OS-01-EQUP)	$ 38,981.00
One (1) Tool box and cover (AEL 21OS-01-SPEC)	$3,857.20
San Juan Subtotal	**$112,707.60**

Sullivan City Police Department

1,350 Operational overtime hours @ avg. OT rate $20.72/hr.	
Total overtime	$27,965.63
Total fringe (OT x 7.65%FICA only being claimed) (AEL 130.OS.01.OTSG)	$2,139.37
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00

One (1) 2015 Police Cruiser with Police Package or equivalent To include: Inner interior lightbar, liberty lightbar, Headlight/taillight flasher, LED spotlight, speaker, Siren light controller, TAD8 Traffic Advisor, ETC. (AEL 21OS-01-EQUP)	$39,790.00
Sullivan City Subtotal	**$ 69,895.00**

Weslaco Police Department

1,248.06 Operational overtime hours @ avg. OT rate $42.41/hr.	
Total overtime	$52,930.22
Total fringe (OT x 18.08%) (AEL 130.OS.01.OTSG)	$9,569.78
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
Weslaco Subtotal	**$62,500.00**

Cost Estimates Phase 1:

General Cost:	$1,681,477.18
OT Cost:	$ 1,425,367.55
Total Cost:	$3,106,844.73

Frago #2

The Hidalgo County Sheriff s Office would like to include non-uniformed personnel utilizing unmarked vehicles in the FY 2014 Operational Plan. A greater focus will be placed on maintaining visible, sustainable presence centered on interdictions and arrests through the use of enhanced uniform and undercover patrols. The Hidalgo County Sheriff's Office will identify high-risk areas where non-uniformed officers will conduct intelligence operations. The information will be assessed and investigated in an effort to identify criminal organizations. The information will consist of the identifying of occupants of vehicles during traffic stops, suspicious persons in the area, and from citizen contacts made during their shift. All information obtained will be forwarded accordingly based on its nature. During this time, routine patrols will still be conducted by deputies in uniforms driving marked vehicles.

Frago #3

Hidalgo County is requesting release of 2nd Tactical Period funds to conduct operations within the Rio Grande City Border Patrol Station Area of Operations.
Tactical Period 2: September 01, 2015 through August 31, 2016

Hidalgo County Sheriff's Office

12, 311.228 Operational overtime hours @ avg. OT rate $35.87/hr.	
Total overtime	$ 441,603.75
Total Fringe (OT x 22%)	$ 97,152.83
(AEL 130.OS.OTSG)	
1,114.78 Operational overtime hours (Communications Officers) @ Avg. OT rate $24.59/hr.	
Total overtime	$27,412.46
Total Fringe (OT x 22%)	$6,030.74
(AEL 130.OS.OTSG)	
M&A (Sheriff's Office/Auditors' Office)	
TOTAL M&A	$26,768.22
(AEL 100-HF-01-GASB)	
Mileage 130,611.11 miles X .560 per mile	$ 73,142.22
(AEL 130FC.01MILE)	
HCSO Subtotal	**$672,110.22**

Hidalgo County Constable PCT 1

512.9909 Operational overtime hours @ avg. OT rate $29.60	
Total overtime	$ 15,184.53
Total Fringe (OT x 22%)	$ 3,340.59
(AEL 130.OS.OTSG)	
Mileage 7,033.07 X .560 per mile	$ 3,938.52
(AEL 130FC.01MILE)	
HCPCT1 Subtotal	**$22,463.64**

Hidalgo County Constable PCT 2

1,376.1177 Operational overtime hours @ avg. OT rate $29.81/hr.	
Total overtime	$ 41,022.08
Total Fringe (OT x 22%)	$ 9,024.85
(AEL 130.OS.OTSG)	
Mileage 4,380.48 X .560 per mile	$ 2.453.07
(AEL 130FC.01MILE)	
HC PCT 2 Subtotal	**$52,500.00**

Hidalgo County Constable PCT 3

1,259.99 Operational overtime hours @ avg. OT rate $31.51/hr.	
Total overtime	$ 39,699.45
Total Fringe (OT x 22%)	$ 8,733.88
(AEL 130.OS.OTSG)	
Mileage 17,036.7 miles X .560 per mile	$ 9,540.55
(AEL 130FC.01MILE)	
HC PCT 3 Subtotal	**$57,973.88**

Hidalgo County Constable PCT 4

1,152.1518 Operational overtime hours @avg. OT rate $33.72/hr.	
Total overtime	$ 38,850.56
Total Fringe (Total OT x 22%)	$ 8,547.13
(AEL 130.OS.OTSG)	
Mileage 12,682.70 miles X .560 per mile	$ 7,102.31
(AEL 130FC.01MILE)	
HC PCT 4 Subtotal	**$ 54,500.00**

Alamo Police Department

660 Operational overtime hours @ avg. OT rate $30.00/hr.	
Total overtime	$ 19,800.00
Total Fringe (Total OT x 20.26%)	$ 4,011.48
(AEL 130.OS.OTSG)	
Mileage 5,840 miles X .560 per mile	$ 3,270.40
(AEL 130FC.01MILE)	
Alamo Subtotal	**$27,081.88**

Donna Police Department

936.095 Operational overtime hours @ avg. OT rate $24.63/hr.	
Total overtime	$ 23,056.02
Total Fringe (Total OT x 16.49%)	$ 3,801.93
(AEL 130.OS.OTSG)	
Mileage 5,538 miles X .560 per mile	$ 3,101.28
(AEL 130FC.01MILE)	
Donna Subtotal	**$29,959.23**

Edinburg Police Department

1,512 Operational overtime hours @ avg. OT rate $24, 63/hr.	
Total overtime	$ 68,040.00
Total Fringe (Total OT x 25.72%)	$ 17,499.89
(AEL 130.OS.OTSG)	
Mileage 25,949.14 miles X .560 per mile	$ 14,531.52
(AEL 130FC.01MILE)	
Edinburg Subtotal	**$100,071.41**

Hidalgo Police Department

3,203.728 Operational overtime hours @ avg. OT rate $20.88/hr.	
Total overtime	$ 66,893.83
Total Fringe (Total OT x 21.98%)	$ 14,703.26
(AEL 130.OS.OTSG)	
Mileage 21,840 miles X .560 per mile	$ 12,230.40
(AEL 130FC.01MILE)	
Hidalgo Subtotal	**$93,827.49**

La Joya Police Department

925.3586 Operational overtime hours @ avg. OT rate $32.24/hr	
Total overtime	$ 21,986.52
Total Fringe (Total OT x 16.45%)	$ 3,616.79
(AEL 130.OS.OTSG)	
Mileage 4,726.23 miles X .560 per mile	$ 2,646.69
(AEL 130FC.01MILE)	
La Joya Subtotal	**$28,250.00**

Mercedes Police Department

904.902 Operational overtime hours @ avg. OT rate $32.24/hr.	
Total overtime	$ 29,174.03
Total Fringe (Total OT x 31.51%)	$ 9,192.74

(AEL 130.OS.OTSG)

Mileage 6,637.20 miles X .560 per mile (AEL 130FC.01MILE)	$ 3,716.83
Mercedes Subtotal	**$42,083.60**

Mission Police Department

2,016.0407 Operational overtime hours @ avg. OT rate $35.83/hr.	
Total overtime	$ 72,234.74
Total Fringe (Total OT x 19.41%) (AEL 130.OS.OTSG)	$ 14,020.75
Mileage 11,700 miles x .560 per mile (AEL 130FC.01MILE)	$ 6,552.00
Mission Subtotal	**$ 92,807.49**

Palmview Police Department

1,125 Operational overtime hours @ avg. OT rate $36/hr.	
Total overtime	$ 40,500.00
Total Fringe (no fringes being claimed) (AEL 130.OS.OTSG)	$ 0.00
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$ 0.00
Palmview Subtotal	**$40,500.00**

Peñitas Police Department

1,460 Operational overtime hours @ avg. OT rate $21.51/hr.	
Total overtime	$ 31,404.60
Total Fringe (Total OT x 7.65% FICA only being claimed) (AEL 130.OS.OTSG)	$ 2,402.45
Mileage (no mileage being claimed)	$ 0.00

(AEL 130FC.01MILE)

Penitas Subtotal	**$ 33,807.05**

Pharr Police Department

2,720 Operational overtime hours @ avg. OT rate $33.00/hr.	
Total overtime	$ 89,760.00
Total Fringe (no fringes being claimed) (AEL 130.OS.OTSG)	$ 0.00
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$ 0.00
Pharr Subtotal	**$ 89,760.00**

San Juan Police Department

1,080.06 Operational overtime hours @ avg. OT rate $30.61/hr.	
Total overtime	$ 33,060.64
Total Fringe (Total OT x 12.8%) (AEL 130.OS.OTSG)	$ 4,231.76
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$ 0.00
San Juan Subtotal	**$ 37,292.40**

Sullivan City Police Department

1,350 Operational overtime hours @ avg. OT rate $20.72/hr	
Total overtime	$ 27,965.63
Total Fringe (Total OT x 7.65% FICA only being claimed) (AEL 130.OS.OTSG)	$ 2,139.37
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
Sullivan City Subtotal	**$30,105.00**

Weslaco Police Department

1,248.06 Operational overtime hours @ avg. OT rate $42.41/hr.		
Total overtime	$	52,930.22
Total Fringe (Total OT x 18.08%) (AEL 130.OS.OTSG)	$	9,569.78
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$	0.00
Weslaco Subtotal	**$ 62,500.00**	

Cost Estimates Phase 2:

General Cost: $ 142,225.79

OT Cost: $1,425,367.50

Total Cost: $1,567,593.29

B. Execution Annex:

If funded the Hidalgo County Sheriff Office and 17 participating friendly forces/police department will execute a Memorandum of Understanding to ensure and document the commitment on the part of each agency to work in partnership with the U.S. Customs and Border Protection in implementing the following three major objectives:

1) To achieve greater capability in preventing, protecting against, and responding to border security issues,
2) To increase coordination and collaboration among Federal, State, and local law enforcement agencies in the Rio Grande Valley, and
3) To continue and support the operational mandate border security and border protection enhancement efforts along the U.S./Mexico border.

C. Communication Annex:

The Hidalgo County Sheriff Office and 17 participating friendly forces/police department have built partnerships with HSI, Drug Enforcement Administration, F.B.I., Texas Department of Public Safety and High Intensity Drug Trafficking Task Force. HCSO and local participating Friendly Forces/LEA., working together in a collaborative effort on preventing, controlling, and reducing violent and drug-related activities in the last 30 years. More importantly, we are vigorously involved with numerous organizations for community revitalization that has made a tremendous impact in the community by

leveraging and securing additional local, state, federal, private and public funds in the past.

Media Action Plan:

RGV has the lead on all Public Affairs activities. Each participating agency must coordinate all public affairs activities with the RGV Public Affairs Office. All Border Patrol inquiries will be directed to the RGV Public Affairs Office (956) 289-4990.

HIDALGO COUNTY SHERIFF'S OFFICE:
All Media events/questions will be referred to Hidalgo County Sheriff J.E. "Eddie" Guerra or his designee. Information will be released to the media only when prior approval has been obtained from Sheriff Guerra.

Legal Review:

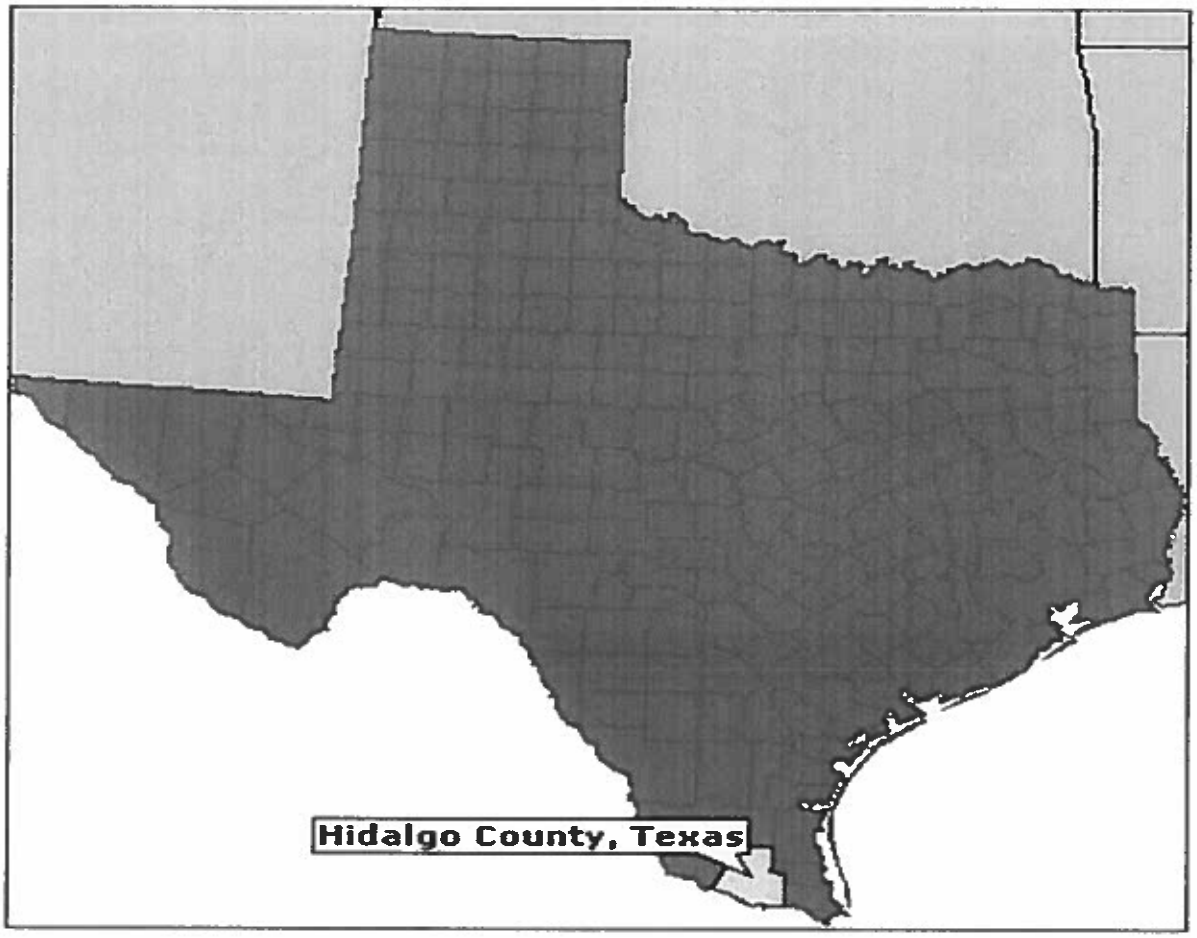
All matters will be referred to the CBP Counsel.
HIDALGO COUNTY SHERIFF'S OFFICE:
All legal matters will be referred to the Hidalgo County District Attorney.

Risks:

No risks have been associated with this Op Order.

Photos:

Filename: Hidalgo County
Caption:



HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

January 13, 2015

Corey A. Walz
Program Analyst, Western Branch
Grant Programs Directorate
U.S. Department of Homeland Security
500 C. Street, S.W., Techworld Bldg.
Washington, D.C. 20472-3615

Re: 2014 Operation Stone Garden Program (OSGP) Overtime Waiver Request – Hidalgo County

Dear Mr. Walz:

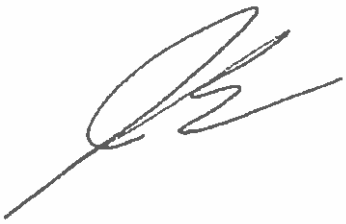
The Hidalgo County Sheriff's Office requests a waiver by the Federal Emergency Management Agency Administrator of the 50 percent (50%) personnel cap overtime limit on the 2014 OPSG Grant. The intent of this request is to continue our coordinated efforts with Federal, State, and Local law enforcement agencies and make the greatest impact in the joint mission to secure the United States International southern boundaries. Due to increasing acts of violence within the US/Mexican border areas, the Texas Homeland Security State Administrative Agency (THSSAA) has allocated 2014 OPSG grant funds to the Hidalgo County Sheriff's Office and its sub-recipients to increase law enforcement presence within identified active areas and at Port of Entries.

The purpose of this letter is to request waiver of the 50 percent (50%) personnel cap and allow the Hidalgo County Sheriff's Office and its sub-recipients to expend up to 61% (rounded) ($2,850,735.03) of the total $4,674,438.00 2014 OPSG funds on law enforcement personnel overtime cost. A waiver of the overtime limit will provide the Hidalgo County Sheriff's Office and its sub-recipients with the flexibility to allocate resources to enhance collaboration between Federal, State and Local law enforcement agencies on the border and to increase our capabilities to prevent, protect and respond to border security threats and issues.

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

Thank You in advance for your consideration to our request.

Sincerely,



J.E. "Eddie" Guerra
Hidalgo County Sheriff

DATE: November 3, 2015

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

DEPARTMENT NAME: Operation Stonegarden 2014

ACCOUNT NUMBER: 5-1284-421-00-280-047-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-280-047-7-113	Full Time Employees	16,379.81
5-1284-421-00-280-047-7-131	Overtime Pay	469,813.94
5-1284-421-00-280-047-7-132	Overtime Pay (Administrative)	6,097.49
5-1284-421-00-280-047-7-220	FICA	37,599.26
5-1284-421-00-280-047-7-230	Retirement	52,245.74
5-1284-421-00-280-047-7-250	Unemployment Comp.	2,948.95
5-1284-421-00-280-047-7-260	Worker's Comp.	13,882.79
5-1284-421-00-280-047-7-581	Travel in County	73,142.22
	TOTAL APPROPRIATIONS	672,110.20
5-1284-331-12-280-047-7-000	OPERATION STONEGARDEN	672,110.20
	TOTAL REVENUES	672,110.20

REASON: **To appropriate budget for the FY2014 Operation Stonegarden Grant Phase 2 awarded by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA).**

Federal Grant Award #EMW-2014-SS-00029; SSA Award 14-SR-48215-02

Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: November 3, 2015

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

DEPARTMENT NAME: Stonegarden--City of Alamo

ACCOUNT NUMBER: 5-1284-480-00-280-070-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-070-7-131	Stonegarden City of Alamo--Overtime	19,800.00
5-1284-480-00-280-070-7-220	Stonegarden City of Alamo--FICA	1,514.70
5-1284-480-00-280-070-7-230	Stonegarden City of Alamo--Retirement	1,542.42
5-1284-480-00-280-070-7-260	Stonegarden City of Alamo--Worker's Comp.	954.36
5-1284-480-00-280-070-7-581	Stonegarden City of Alamo--In-County Travel	3,270.40
	TOTAL APPROPRIATIONS	27,081.88
5-1284-331-12-280-070-7-000	Operation Stonegarden 2014--City of Alamo	27,081.88
	TOTAL REVENUES	27,081.88

REASON: **To appropriate budget for the Operation Stonegarden 2014 Phase 2 Sub-Repicient Grant Award to the City of Alamo from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00045-S01; SSA Award 2013-SR-48215-02

Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: November 3, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Donna
ACCOUNT NUMBER: 5-1284-480-00-280-048-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-048-7-131	Stonegarden City of Donna--Overtime	23,056.02
5-1284-480-00-280-048-7-220	Stonegarden City of Donna--FICA	1,763.78
5-1284-480-00-280-048-7-230	Stonegarden City of Donna--Retirement	1,152.80
5-1284-480-00-280-048-7-260	Stonegarden City of Donna--Worker's Comp.	885.35
5-1284-480-00-280-048-7-581	Stonegarden City of Donna--In-County Travel	3,101.28
	TOTAL APPROPRIATIONS	29,959.23
5-1284-331-12-280-048-7-000	Operation Stonegarden 2014--City of Donna	29,959.23
	TOTAL REVENUES	29,959.23

REASON: To appropriate budget for the Operation Stonegarden 2014 Phase 2 Sub-Repicient Grant Award to the City of Donna from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: November 3, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Edinburg
ACCOUNT NUMBER: 5-1284-480-00-280-088-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-088-7-131	Stonegarden City of Edinburg--Overtime	68,040.00
5-1284-480-00-280-088-7-220	Stonegarden City of Edinburg--FICA	5,205.06
5-1284-480-00-280-088-7-230	Stonegarden City of Edinburg--Retirement	9,763.74
5-1284-480-00-280-088-7-260	Stonegarden City of Edinburg--Worker's Comp.	2,531.09
5-1284-480-00-280-088-7-581	Stonegarden City of Edinburg--In-County Travel	14,531.52
	TOTAL APPROPRIATIONS	100,071.41
5-1284-331-12-280-088-7-000	Operation Stonegarden 2014--City of Edinburg	100,071.41
	TOTAL REVENUES	100,071.41

REASON: To appropriate budget for the Operation Stonegarden 2014 Phase 2 Sub-Repicient Grant Award to the City of Edinburg from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: November 3, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Hidalgo
ACCOUNT NUMBER: 5-1284-480-00-280-049-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-049-7-131	Stonegarden City of Hidalgo--Overtime	66,893.83
5-1284-480-00-280-049-7-220	Stonegarden City of Hidalgo--FICA	5,117.38
5-1284-480-00-280-049-7-230	Stonegarden City of Hidalgo--Retirement	7,264.67
5-1284-480-00-280-049-7-260	Stonegarden City of Hidalgo--Worker's Comp.	2,321.21
5-1284-480-00-280-049-7-581	Stonegarden City of Hidalgo--In-County Travel	12,230.40
	TOTAL APPROPRIATIONS	93,827.49
5-1284-331-12-280-049-7-000	Operation Stonegarden 2014--City of Hidalgo	93,827.49
	TOTAL REVENUES	93,827.49

REASON: **To appropriate budget for the Operation Stonegarden 2014 Phase 2 Sub-Repicient Grant Award to the City of Hidalgo from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: November 3, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of La Joya
ACCOUNT NUMBER: 5-1284-480-00-280-050-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-050-7-131	Stonegarden City of La Joya--Overtime	21,986.52
5-1284-480-00-280-050-7-220	Stonegarden City of La Joya--FICA	1,681.97
5-1284-480-00-280-050-7-230	Stonegarden City of La Joya--Retirement	1,099.33
5-1284-480-00-280-050-7-260	Stonegarden City of La Joya--Worker's Comp.	835.49
5-1284-480-00-280-050-7-581	Stonegarden City of La Joya--In-County Travel	2,646.69
	TOTAL APPROPRIATIONS	28,250.00
5-1284-331-12-280-050-7-000	Operation Stonegarden 2014--City of La Joya	28,250.00
	TOTAL REVENUES	28,250.00

REASON: To appropriate budget for the Operation Stonegarden 2014 Phase 2 Sub-Repicient Grant Award to the City of La Joya from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

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DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: November 3, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Mercedes
ACCOUNT NUMBER: 5-1284-480-00-280-072-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-072-7-131	Stonegarden City of Mercedes--Overtime	29,174.04
5-1284-480-00-280-072-7-220	Stonegarden City of Mercedes--FICA	2,231.81
5-1284-480-00-280-072-7-230	Stonegarden City of Mercedes--Retirement	5,420.53
5-1284-480-00-280-072-7-260	Stonegarden City of Mercedes--Worker's Comp.	1,540.39
5-1284-480-00-280-072-7-581	Stonegarden City of Mercedes--In-County Travel	3,716.83
	TOTAL APPROPRIATIONS	42,083.60
5-1284-331-12-280-072-7-000	Operation Stonegarden 2014--City of Mercedes	42,083.60
	TOTAL REVENUES	42,083.60

REASON: **To appropriate budget for the Operation Stonegarden 2014 Phase 2 Sub-Repicient Grant Award to the City of Mercedes from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: November 3, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Mission
ACCOUNT NUMBER: 5-1284-480-00-280-054-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-054-7-131	Stonegarden City of Mission--Overtime	72,234.74
5-1284-480-00-280-054-7-220	Stonegarden City of Mission--FICA	5,525.96
5-1284-480-00-280-054-7-230	Stonegarden City of Mission--Retirement	5,720.98
5-1284-480-00-280-054-7-260	Stonegarden City of Mission--Worker's Comp.	2,773.81
5-1284-480-00-280-054-7-581	Stonegarden City of Mission--In-County Travel	6,552.00
	TOTAL APPROPRIATIONS	92,807.49
5-1284-331-12-280-054-7-000	Operation Stonegarden 2014--City of Mission	92,807.49
	TOTAL REVENUES	92,807.49

REASON: To appropriate budget for the Operation Stonegarden 2014 Phase 2 Sub-Repicient Grant Award to the City of Mission from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: November 3, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Palmview
ACCOUNT NUMBER: 5-1284-480-00-280-051-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-051-7-131	Stonegarden City of Palmview--Overtime	40,500.00
	TOTAL APPROPRIATIONS	40,500.00
5-1284-331-12-280-051-7-000	Operation Stonegarden 2014--City of Palmview	40,500.00
	TOTAL REVENUES	40,500.00

REASON: To appropriate budget for the Operation Stonegarden 2014 Phase 2 Sub-Repicient Grant Award to the City of Palmview from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: November 3, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Penitas
ACCOUNT NUMBER: 5-1284-480-00-280-074-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-074-7-131	Stonegarden City of Penitas--Overtime	31,404.60
5-1284-480-00-280-074-7-220	Stonegarden City of Penitas--FICA	2,402.45
	TOTAL APPROPRIATIONS	33,807.05
5-1284-331-12-280-074-7-000	Operation Stonegarden 2014--City of Penitas	33,807.05
	TOTAL REVENUES	33,807.05

REASON: To appropriate budget for the Operation Stonegarden 2014 Phase 2 Sub-Repicient Grant Award to the City of Penitas from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: November 3, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Pharr
ACCOUNT NUMBER: 5-1284-480-00-280-053-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-053-7-131	Stonegarden City of Pharr--Overtime	89,760.00
	TOTAL APPROPRIATIONS	89,760.00
5-1284-331-12-280-053-7-000	Operation Stonegarden 2014--City of Pharr	89,760.00
	TOTAL REVENUES	89,760.00

REASON: To appropriate budget for the Operation Stonegarden 2014 Phase 2Sub-Repicient Grant Award to the City of Pharr from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: November 3, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of San Juan
ACCOUNT NUMBER: 5-1284-480-00-280-076-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-076-7-131	Stonegarden City of San Juan--Overtime	33,060.64
5-1284-480-00-280-076-7-220	Stonegarden City of San Juan--FICA	2,529.14
5-1284-480-00-280-076-7-230	Stonegarden City of San Juan--Retirement	433.09
5-1284-480-00-280-076-7-260	Stonegarden City of San Juan--Worker's Comp.	1,269.53
	TOTAL APPROPRIATIONS	37,292.40
5-1284-331-12-280-076-7-000	Operation Stonegarden 2014--City of San Juan	37,292.40
	TOTAL REVENUES	37,292.40

REASON: To appropriate budget for the Operation Stonegarden 2014 Phase 2 Sub-Repicient Grant Award to the City of San Juan from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: November 3, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Sullivan City
ACCOUNT NUMBER: 5-1284-480-00-280-077-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-077-7-131	Stonegarden City of Sullivan City--Overtime	27,965.63
5-1284-480-00-280-077-7-220	Stonegarden City of Sullivan City--FICA	2,139.37
	TOTAL APPROPRIATIONS	30,105.00
5-1284-331-12-280-077-7-000	Operation Stonegarden 2014--City of Sullivan City	30,105.00
	TOTAL REVENUES	30,105.00

REASON: To appropriate budget for the Operation Stonegarden 2014 Phase 2 Sub-Repicient Grant Award to the City of Sullivan City from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: November 3, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Weslaco
ACCOUNT NUMBER: 5-1284-480-00-280-078-7-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-480-00-280-078-7-131	Stonegarden City of Weslaco--Overtime	52,930.22
5-1284-480-00-280-078-7-220	Stonegarden City of Weslaco--FICA	4,049.16
5-1284-480-00-280-078-7-230	Stonegarden City of Weslaco--Retirement	3,488.10
5-1284-480-00-280-078-7-260	Stonegarden City of Weslaco--Worker's Comp.	2,032.52
	TOTAL APPROPRIATIONS	62,500.00
5-1284-331-12-280-078-7-000	Operation Stonegarden 2014--City of Weslaco	62,500.00
	TOTAL REVENUES	62,500.00

REASON: To appropriate budget for the Operation Stonegarden 2014 Phase 2 Sub-Repicient Grant Award to the City of Weslaco from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2014-SS-00029; SAA Award 2014-SR-48215-01
Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

	City of	2nd Phase
1	Alamo	27,081.88
2	Donna	29,959.23
3	Edinburg	100,071.41
4	Hidalgo	93,827.49
5	La Joya	28,250.00
6	Mercedes	42,083.60
7	Mission	92,807.49
8	Palmview	40,500.00
9	Penitas	33,807.05
10	Pharr	89,760.00
11	San Juan	37,292.40
12	Sullivan City	30,105.00
13	Weslaco	62,500.00
TOTAL		708,045.55

	City of	Expense Acct. #	Revenue Acct. #	Amount
1	HCSO	5-1284-421-00-280-047-7-XXX	5-1284-331-12-280-047-7-000	$ 672,110.20
2	Alamo	5-1284-480-00-280-070-7-XXX	5-1284-331-12-280-070-7-000	$ 27,081.88
3	Donna	5-1284-480-00-280-048-7-XXX	5-1284-331-12-280-048-7-000	$ 29,959.23
4	Edinburg	5-1284-480-00-280-088-7-XXX	5-1284-331-12-280-088-7-000	$ 100,071.41
5	Hidalgo	5-1284-480-00-280-049-7-XXX	5-1284-331-12-280-049-7-000	$ 93,827.49
6	La Joya	5-1284-480-00-280-050-7-XXX	5-1284-331-12-280-050-7-000	$ 28,250.00
7	Mercedes	5-1284-480-00-280-072-7-XXX	5-1284-331-12-280-072-7-000	$ 42,083.60
8	Mission	5-1284-480-00-280-054-7-XXX	5-1284-331-12-280-054-7-000	$ 92,807.49
9	Palmview	5-1284-480-00-280-051-7-XXX	5-1284-331-12-280-051-7-000	$ 40,500.00
10	Penitas	5-1284-480-00-280-074-7-XXX	5-1284-331-12-280-074-7-000	$ 33,807.05
11	Pharr	5-1284-480-00-280-053-7-XXX	5-1284-331-12-280-053-7-000	$ 89,760.00
12	San Juan	5-1284-480-00-280-076-7-XXX	5-1284-331-12-280-076-7-000	$ 37,292.40
13	Sullivan City	5-1284-480-00-280-077-7-XXX	5-1284-331-12-280-077-7-000	$ 30,105.00
14	Weslaco	5-1284-480-00-280-078-7-XXX	5-1284-331-12-280-078-7-000	$ 62,500.00
	TOTAL			$ 1,380,155.75

Texas Department of Public Safety

2014 Sub-Recipient Award for Hidalgo County

1. General Award Information	Reference/Encumbrance No:	
Date of Award: May 7, 2015	Prepared By: Mendez, Arturo	3. SAA Award Number: 14-SR 48215-01

4. Sub-Recipient Name and Address

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

5. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)

Federal Grant Award Number: EMW-2014-SS-00029

Federal Granting Agency: U.S. Department of Homeland Security(DHS)
Federal Emergency Management Agency (FEMA)

Date Federal Grant Awarded to TxDPS: August 6, 2014

CFDA: 97.067

6. Award Amount and Grant Breakdowns

OPSG

$4,674,438.00

Grant Period:	
From:	To:
Sep 1, 2014	Feb 28, 2016

(The SAA must receive all invoices by the end of grant period)

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2014, (Public Law 113-76), and The Homeland Security Act of 2002 as amended (Public Law 107-296), (6 U.S.C. § 603).

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors and principals are not debarred,suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at https://www.sam.gov/portal/public/SAM/

10. Agency Approvals

Approving TxDPS Official:

Garry Jones
Deputy Assistant Director
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

Garry Jones

11. Sub-Recipient Acceptance

I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient Official:

Ramon Garcia
Hidalgo County Judge

Signature of Sub-Recipient Official:

Ramon Garcia

Enter Employer Identification Number (EIN) or Federal Tax Identification Number:	DUNS Number:	Date Signed :
74-6000717	10-311-0834	5/19/15

DUE DATE: June 23, 2015 Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.

APPROVED BY
COMMISSIONERS' COURT
ON: 5/19/15

AI-52086 **Sheriff's Office** **10. D.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office - OCDETF (1284)
1. Approval of Organized Crime Drug Enforcement Task Forces (OCDETF) Agreement between the Hidalgo County Sheriff's Office and the Drug Enforcement Administration McAllen District Office/Houston Division Office OCDETF Strike Force Group D-81.
2. Approval of Certification of Revenues as certified by the County Auditor for the OCDETF Grant Contract.
3. Approval to appropriate OCDETF Grant Award in the amount of $15,800.00(in reference to Investigation Number SW-TXS-1006).

BACKGROUND

Funding is for period of 10/1/15 to 9/30/16.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1284-421-00-280-037-6-XXX

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

BUDGETARY IMPACT:

Grant Fiscal Year: 2016
County Fiscal/ Calendar Year: 2015
Account Fiscal Year: 6

Appropriation in the amount of $15,800

5-1284-331-11-280-037-6-000 Organized Crime Drug Enforcement Task Force (OCDETF)

Period: October 1, 2015 thru September 30, 2016

Attachments

Lease/Fuel Agreement FY2016
BA

COR

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/03/2015 11:13 AM
Budget & Management	Veronica Ortiz	11/03/2015 11:24 AM
Manuel Chapa	Manuel Chapa	11/04/2015 09:31 AM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 11/03/2015 08:36 AM

Final Approval Date: 11/06/2015

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2016 Agreement
FOR USE OF OCDETF STRIKE FORCE/STRATEGIC INITIATIVE PROGRAMS

Federal Tax Identification #: 74-6000717 DC #: R-32-

Amount Requested
$ 15,800.00

From: October 1, 2015
Beginning Date of Agreement

To: September 30, 2016
Ending Date of Agreement

Strike Force/Strategic Initiative Name and Address:
DEA McAllen District Office
OCDETF Strike Force Group D81
1200 N. Commerce
McAllen, Texas 78601

Sponsoring Federal Agency (SF only): DEA

Lead Investigator: GS Jesus R. Gonzalez

Telephone Number: (956) 992-8427

Email Address: jesus.r.gonzalez@usdoj.gov

OCDETF Investigation/Strategic Initiative #:
SW-TXS-1006

Federal Agency Investigation #:
M5-14-0091

State or Local Agency Name and Address:
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78540

State or Local Agency
Narcotics Supervisor: Captain Norbert Leal

Telephone Number: (956) 383-8114

E-mail Address: norbert.leal@hidalgoso.org

Fax Number: (956) 383-6179

Brief explanation of services/goods provided and basis for determining costs:

Leased vehicle and fuel needed to facilitate operational interface of the Hidalgo County Sheriff's Office with the McAllen D.O. Strike Force. The vehicle cost was determined based on current lease agreement between the HCSO and Enterprise. Other costs were based on current government pricing quotes.

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

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

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

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

2. It is agreed that the state or local agency named on this agreement will assist in OCDETF investigations, strategic initiatives, and/or prosecutions as set forth in the Organized Crime Drug Enforcement Task Force Strike Force/Strategic Initiative Programs and Policy and Procedures Manual, FY 2016.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. Electronic Funds Transfer Process

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

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

Approved By: J.E. "Eddie" Guerra Sheriff 9/9/15
Authorized State or Local Official *Title* *Date*

Approved By: Ruth Porter Whipple, ASAC 10/19/15
Strike Force Leader (SF) /Regional Director (SI) *Date*

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

Funds Certified: _____
OCDETF Executive Office *Date*

Approving Official: _____
OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STRIKE FORCE/STRATEGIC INITIATIVE AGREEMENT
COST ESTIMATE

Name of Strike Force/Strategic Initiative: ~~SW-TXS-1006~~ HOUSTON

OCDETF Investigation/Strategic Initiative Number: ~~M5-14-0091~~ SW-TXS-1006

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

	DESCRIPTION	AMOUNT
1.	Leased Vehicle @ $900.00	$ 10,800.00
2.	Fuel	$ 5,000.00
3.	Total	$ 15,800.00
4.		
5.		
6.		
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13.		

Addendum A

Exception to EFT Policy Justification:

The McAllen District Office Strike Force Group D81 is requesting the following which will be utilized by the McAllen District Office/Strike Force Group D81. (FY 2016)

Leased Vehicle:	$10,800.00	$900.00/12 months
Fuel for Vehicle:	$ 5,000.00	$416.66/12 months
Total:	$15,800.00	

Other Exceptions or Justifications:

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION (State & Local Agency name and address must match Agreement cover sheet)

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

FINANCIAL INSTITUTION INFORMATION

Bank Name: Lone Star National Bank
Nine-Digit ABA Routing Transit Number: 114911687
Depositor Account Number: 71015647
Type of Account: (checking/savings) Checking

Please return with the Reimbursable Agreement

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

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

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

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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-15-032-05-05

THIS CONTRACT is made and entered into this **5th** day of May, 2015 by and between the **County of Hidalgo, Texas** ("County") and **Enterprise Holdings, Inc.** ("**Company**").

WHEREAS, Company responded to notices for Request for Sealed Bids (RFB) for **"Lease/Rental of Vehicles" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a sealed quote to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by user Departments within **Hidalgo County**. Company agrees in performing the Services that it will use proper professional standards, comply with

with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

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

If to County: County of Hidalgo
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Company: Enterprise Holding, Inc.
Attn: Gliberto Gonzelez, Business Rental Sales Executive
615 S. Closner Road
Edinburg, Texas 78539

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this 7 day of May, 2015

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 5/5/15

COMPANY:

By: _____
Printed Name: Gilberto Gonzalez
Title: Sales Exec.

EXHIBIT "B
Bid Page
HIDALGO COUNTY
"Leasing/Rental Of Vehicles
RFB No.: 2015-032-04-08-SMA

DESCRIPTION OF VEHICLE: *Insurance coverage must be included in Bid Prices*	DAILY TOTAL plus free miles	WEEKLY TOTAL plus free miles	MONTHLY TOTAL plus free miles	Long Term pricing (6 month or longer) must be with and without Insurance. LONG TERM plus free miles with Insurance	LONG TERM plus free miles without Insurance
COMPACT i.e. Escort, Neon, Cavalier; or similar models	$ 35.00	$ 210	$ 748.00	$ 700.00	$ 600
INTERMEDIATE i.e. Grand Am, Stratus, Sonata, 626;or similar models	$ 37.00	$ 222	$ 792.00	$ 720.00	$ 620
FULL-SIZE VEHICLE (2 to 4 door) - i.e. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models	$ 39.00	$ 234	$ 836.00	$ 750.00	$ 650
MINIVAN i.e. Montana Voyager, Windstar, Astro, Caravan; or similar models	$ 52.00	$ 312.00	$ 1076.00	$ 900.00	$ 820
MIDSIZE SUV 2 or 4 wheel drive i.e. Blazer, Explorer, Cherokee; or similar models	$ 66	$ 366	$ 1210	$ 1150.00	$ 1050
LARGE SUV 2 OR 4WHEEL DRIVE- i.e. Suburban, Excursion, Expedition; or similar models	$ 89	$ 534.00	$ 1893	$ 1400.00	$ 1200
FULL SIZE VAN- i.e. Passenger, Econoline F150, 250, 350; or similar models	$ 94.00	$ 564.00	$ 1958	$ 1600	$ 1,400
MIDSIZE PICKUP SINGLE OR DOUBLE CAB 2 or 4 wheel drive i.e. Ranger, S-10; or similar models	$ 60.00	$ 366	$ 1210.00	$ 1150	$ 1050
LARGE PICKUPS SINGLE OR DOUBLE CAB 2 or 4 wheel drive i.e. F-150 F-250 F-350, 1500, 2500, 3500; or similar models	$ 60.00	$ 360.00	$ 1210.00	$ 1150	$ 1050
STRAIGHT TRUCKS 24' & 26" Straight Truck with lift gate	$ 100	$ 550	$ 2260	$ 1900	$ 1550
CABOVER TRUCKS- 16' Cabover Truck with Lift Gate	$ 90	$ 500	$ 1850	$ 1600	$ 1300
PARCEL VANS- 15' Parcel van	$ 55	$ 330	$ 1210	$ 1100	$ 950
STAKEBED TRUCKS- 16' & 24' Stakebed Truck	$ N/A	$ N/A	$ N/A	$ N/A	$ N/A

- **24 hour Roadside assistance toll free Phone number #** 1800-307-6666
- **Location of Fleet:** Edinburg TX

OPENED 4/8/15 9:45am Witnessed

DATE: September 14, 2015

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

DEPARTMENT NAME: OCDETF Lease/Fuel FY2016

ACCOUNT NUMBER: 5-1284-421-00-280-037-6-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-280-037-6-442	Equipment and Vehicle Rentals	10,800.00
5-1284-421-00-280-037-6-626	Gasoline	5,000.00
	TOTAL APPROPRIATIONS	15,800.00
5-1284-331-11-280-037-6-000	Organized Crime Drug Enforcement Task Force (OCDETF)	15,800.00
	TOTAL REVENUES	15,800.00

REASON: **To appropriate budget for the lease of vehicle and fuel for officer assigned to OCDETF investigations (Number SW-TXS-1006)**

Funding period is October 1, 2015 to September 30, 2016.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

November 06, 2015

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$15,800.00	SW-TXS-1006 Leased Vehicle / Fuel McAllen District Office Strike Force

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11/9/15
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-52086 **Sheriff's Office 16. C.**
CC - REGULAR
Meeting Date: 11/10/2015
Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.
Department: SHERIFF DEPT.

Information

CAPTION
Sheriff's Office - OCDETF (1284)
1. Approval of Organized Crime Drug Enforcement Task Forces (OCDETF) Agreement between the Hidalgo County Sheriff's Office and the Drug Enforcement Administration McAllen District Office/Houston Division Office OCDETF Strike Force Group D-81.
2. Approval of Certification of Revenues as certified by the County Auditor for the OCDETF Grant Contract.
3. Approval to appropriate OCDETF Grant Award in the amount of $15,800.00(in reference to Investigation Number SW-TXS-1006).

BACKGROUND
Funding is for period of 10/1/15 to 9/30/16.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1284-421-00-280-037-6-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
Grant Fiscal Year: 2016
County Fiscal/ Calendar Year: 2015
Account Fiscal Year: 6

Appropriation in the amount of $15,800

5-1284-331-11-280-037-6-000 Organized Crime Drug Enforcement Task Force (OCDETF)

Period: October 1, 2015 thru September 30, 2016

Attachments

Lease/Fuel Agreement FY2016
BA

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/03/2015 11:13 AM
Budget & Management	Veronica Ortiz	11/03/2015 11:24 AM
Manuel Chapa	Manuel Chapa	11/04/2015 09:31 AM

Auditor's Office
Purchasing Department
Form Started By: Maria Del Rosario Gonzalez Started On: 11/03/2015 08:36 AM

Hector Sandoval

From: Rosie [rosieg@hidalgoso.org]
Sent: Thursday, November 05, 2015 9:49 AM
To: 'Hector Sandoval'
Cc: 'Gerardo Salinas'
Subject: OCDETF FY 2016 Lease Fuel

Good morning Hector,

Would you please complete a Certification of Revenues for the OCDETF FY16 Lease/FuelGrant Account # 5-1284-421-00-280-037-6-XXX.

The agenda item is AI #52086.

Should you have any questions or need additional information, feel free to contact me.

Thanks,

Rosie Gonzalez
Accountant III
Hidalgo County Sheriff's Office
711 El Cibolo Rd.
Edinburg, TX 78542

Office: (956) 292-2950
Fax: (956) 393-6027
email: rosieg@hidalgoso.org

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2016 Agreement
FOR USE OF OCDETF STRIKE FORCE/STRATEGIC INITIATIVE PROGRAMS

Federal Tax Identification #: 74-6000717 DC #: R-32-

Amount Requested
$ 15,800.00

From: October 1, 2015
Beginning Date of Agreement

To: September 30, 2016
Ending Date of Agreement

Strike Force/Strategic Initiative Name and Address:
DEA McAllen District Office
OCDETF Strike Force Group D81
1200 N. Commerce
McAllen, Texas 78601

Sponsoring Federal Agency (SF only): DEA

Lead Investigator: GS Jesus R. Gonzalez

Telephone Number: (956) 992-8427

Email Address: jesus.r.gonzalez@usdoj.gov

OCDETF Investigation/Strategic Initiative #:
SW-TXS-1006

Federal Agency Investigation #:
M5-14-0091

State or Local Agency Name and Address:
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78540

State or Local Agency
Narcotics Supervisor: Captain Norbert Leal

Telephone Number: (956) 383-8114

E-mail Address: norbert.leal@hidalgoso.org

Fax Number: (956) 383-6179

Brief explanation of services/goods provided and basis for determining costs:

Leased vehicle and fuel needed to facilitate operational interface of the Hidalgo County Sheriff's Office with the McAllen D.O. Strike Force. The vehicle cost was determined based on current lease agreement between the HCSO and Enterprise. Other costs were based on current government pricing quotes.

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

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

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

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

2. It is agreed that the state or local agency named on this agreement will assist in OCDETF investigations, strategic initiatives, and/or prosecutions as set forth in the Organized Crime Drug Enforcement Task Force Strike Force/Strategic Initiative Programs and Policy and Procedures Manual, FY 2016.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. Electronic Funds Transfer Process

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

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

Approved By: J.E. "Eddie" Guerra Sheriff 9/9/15
Authorized State or Local Official *Title* *Date*

Approved By: Ruth Porter Whipple, ASAC 10/19/15
Strike Force Leader (SF) /Regional Director (SI) *Date*

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

Funds Certified: _____
OCDETF Executive Office *Date*

Approving Official: _____
OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STRIKE FORCE/STRATEGIC INITIATIVE AGREEMENT
COST ESTIMATE

Name of Strike Force/Strategic Initiative: ~~SW-TXS-1006~~ HOUSTON

OCDETF Investigation/Strategic Initiative Number: ~~MS-14-0091~~ SW-TXS-1006

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

	DESCRIPTION	AMOUNT
1.	Leased Vehicle @ $900.00	$ 10,800.00
2.	Fuel	$ 5,000.00
3.	Total	$ 15,800.00
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Addendum A

Exception to EFT Policy Justification:

The McAllen District Office Strike Force Group D81 is requesting the following which will be utilized by the McAllen District Office/Strike Force Group D81. (FY 2016)

Leased Vehicle:	$10,800.00	$900.00/12 months
Fuel for Vehicle:	$ 5,000.00	$416.66/12 months
Total:	$15,800.00	

Other Exceptions or Justifications:

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION (State & Local Agency name and address must match Agreement cover sheet)

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

FINANCIAL INSTITUTION INFORMATION

Bank Name: Lone Star National Bank
Nine-Digit ABA Routing Transit Number: 114911687
Depositor Account Number: 71015647
Type of Account: (checking/savings) Checking

Please return with the Reimbursable Agreement

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

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

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

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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-15-032-05-05

THIS CONTRACT is made and entered into this **5th** day of May, 2015 by and between the **County of Hidalgo, Texas** ("County") and **Enterprise Holdings, Inc.** ("**Company**").

WHEREAS, Company responded to notices for Request for Sealed Bids (RFB) for **"Lease/Rental of Vehicles" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a sealed quote to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by user Departments within **Hidalgo County**. Company agrees in performing the Services that it will use proper professional standards, comply with

with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

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

If to County: County of Hidalgo
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Company: Enterprise Holding, Inc.
Attn: Gilberto Gonzelez, Business Rental Sales Executive
615 S. Closner Road
Edinburg, Texas 78539

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this 5 day of May, 2015

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

By: Ramon Garcia
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 5/5/15

COMPANY:

By: _____
Printed Name: Gilberto Gonzalez
Title: Sales Exec.

EXHIBIT "B
Bid Page
HIDALGO COUNTY
"Leasing/Rental Of Vehicles
RFB No.: 2015-032-04-08-SMA

DESCRIPTION OF VEHICLE: *Insurance coverage must be included in Bid Prices*	DAILY TOTAL plus free miles	WEEKLY TOTAL plus free miles	MONTHLY TOTAL plus free miles	Long Term pricing (6 month or longer) must be with and without insurance. LONG TERM plus free miles with Insurance	LONG TERM plus free miles without insurance
COMPACT i.e. Escort, Neon, Cavalier; or similar models	$ 35.00	$ 210	$ 748.00	$ 700.00	$ 600
INTERMEDIATE i.e. Grand Am, Stratus, Sonata, 626;or similar models	$ 37.00	$ 222	$ 792.00	$ 720.00	$ 620
FULL-SIZE VEHICLE (2 to 4 door) - i.e. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models	$ 39.00	$ 234	$ 836.00	$ 750.00	$ 650
MINIVAN i.e. Montana Voyager, Windstar, Astro, Caravan; or similar models	$ 52.00	$ 312.00	$ 1076.00	$ 900.00	$ 820
MIDSIZE SUV 2 or 4 wheel drive i.e. Blazer, Explorer, Cherokee; or similar models	$ 66	$ 360	$ 1210	$ 1150.00	$ 1050
LARGE SUV 2 OR 4WHEEL DRIVE- i.e. Suburban, Excursion, Expedition; or similar models	$ 89	$ 534.00	$ 1893	$ 1400.00	$ 1200
FULL SIZE VAN- i.e. Passenger, Econoline F150, 250, 350; or similar models	$ 94.00	$ 564.00	$ 1958	$ 1600	$ 1,400
MIDSIZE PICKUP SINGLE OR DOUBLE CAB 2 or 4 wheel drive i.e. Ranger, S-10; or similar models	$ 60.00	$ 366	$ 1210.00	$ 1150	$ 1050
LARGE PICKUPS SINGLE OR DOUBLE CAB 2 or 4 wheel drive i.e. F-150 F-250 F-350, 1500, 2500, 3500; or similar models	$ 60.00	$ 360.00	$ 1210.00	$ 1150	$ 1050
STRAIGHT TRUCKS 24' & 26" Straight Truck with lift gate	$ 100	$ 550	$ 2210	$ 1900	$ 1550
CABOVER TRUCKS- 16' Cabover Truck with Lift Gate	$ 90	$ 500	$ 1850	$ 1600	$ 1300
PARCEL VANS- 15' Parcel van	$ 55	$ 330	$ 1210	$ 1100	$ 950
STAKEBED TRUCKS- 16' & 24' Stakebed Truck	$ N/A	$ N/A	$ N/A	$ N/A	$ N/A

- **24 hour Roadside assistance toll free Phone number #** 1800-307-6666
- **Location of Fleet:** Edinburg TX

OPENED 4/8/15 9:45am Witnessed

DATE: September 14, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: OCDETF Lease/Fuel FY2016
ACCOUNT NUMBER: 5-1284-421-00-280-037-6-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
5-1284-421-00-280-037-6-442	Equipment and Vehicle Rentals	10,800.00
5-1284-421-00-280-037-6-626	Gasoline	5,000.00

	TOTAL APPROPRIATIONS	15,800.00
5-1284-331-11-280-037-6-000	Organized Crime Drug Enforcement Task Force (OCDETF)	15,800.00
	TOTAL REVENUES	15,800.00

REASON: **To appropriate budget for the lease of vehicle and fuel for officer assigned to OCDETF investigations (Number SW-TXS-1006)**

Funding period is October 1, 2015 to September 30, 2016.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-51945 **Sheriff's Office** **10. E.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of Memorandum of Understanding for Shooting Range Use/Training between the Hidalgo County Sheriff's Office and
a. Federal Bureau of Investigation
b. U.S. Probation Office

2. Authorization for County Judge, as authorized official, and County Sheriff to sign both documents.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

FBI.MOU
US PROBATION OFFICE.MOU

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	10/22/2015 04:30 PM
Budget & Management	Veronica Ortiz	10/23/2015 08:28 AM
Manuel Chapa	Manuel Chapa	10/26/2015 01:13 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Emilia Uriegas		Started On: 10/22/2015 03:23 PM
Final Approval Date: 11/06/2015		

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

October 13, 2015

Federal Bureau of Investigation
1200 N McColl Rd
McAllen, Texas 78501

Re: Memorandum of Understanding for Shooting Range Use/Training

Dear Special Agent Ricardo Ale:

Please review the enclosed Memorandum of Understanding for the utilization of our Hidalgo County Sheriff's Office Shooting Range. This agreement has been reviewed by our legal office and will become effective once signed by all parties involved. Once reviewed and signed, please return accordingly.

Please feel free to contact Division Chief Gabriel Castaneda at (956) 393-6003 with any questions or concerns.

Respectfully,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

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

STATE OF TEXAS §

COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF HIDALGO, TEXAS BY AND THROUGH THE HIDALGO COUNTY SHERIFF'S OFFICE AND FEDERAL BUREAU of INVESTIGATION FOR SHOOTING RANGE USE/TRAINING

This Agreement is entered into, by and between the COUNTY OF HIDALGO, TEXAS (COUNTY) By and Through The HIDALGO COUNTY SHERIFF'S OFFICE (SHERIFF'S OFFICE) and the FEDERAL BUREAU of INVESTIGATION, hereinafter referred to as LAW ENFORCEMENT AGENCY, for the purposes of providing training, as more particularly described as follows:

WHEREAS, COUNTY and LAW ENFORCEMENT AGENCY have agreed to contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the COUNTY, for the purposes of performing functions of law enforcement through its SHERIFF'S OFFICE, has a shooting range/training facility (RANGE);

WHEREAS, the LAW ENFORCEMENT AGENCY has a need for use of the RANGE which will be utilized in the service of crime prevention and for law enforcement purposes, such as training.

WHEREAS, the SHERIFF'S OFFICE and LAW ENFORCEMENT AGENCY are located in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

WHEREAS, the SHERIFF'S OFFICE and LAW ENFORCEMENT AGENCY have heretofore entered into this Agreement providing for the facility sharing and use of the RANGE to the LAW ENFORCEMENT AGENCY for law enforcement purposes; and

NOW, THEREFORE, to enhance cooperation amongst federal, state and local law enforcement agencies and express their mutual commitment to the service of crime prevention and for law enforcement purposes, the SHERIFF'S OFFICE and the LAW ENFORCEMENT AGENCY hereby agree as follows:

1. FACILITY SHARING: the SHERIFF'S OFFICE will share and allow use of its RANGE to the LAW ENFORCEMENT AGENCY for use in training related to law enforcement purposes under the following terms and conditions outlined below.

2. IN CONSIDERATION OF THE FACILITY SHARING: LAW ENFORCEMENT AGENCY further agrees to the following:

    a. The LAW ENFORCEMENT AGENCY agrees to scheduling use of the RANGE at a mutually agreeable time and date.

    b. The LAW ENFORCEMENT AGENCY agrees to abide by the Firearms Range Safety Rules attached hereto and incorporated by reference as Exhibit "A".

    c. The LAW ENFORCEMENT AGENCY ACCEPTS the RANGE facility in "as-is" condition and acknowledges that the COUNTY and SHERIFF'S OFFICE make no warranty in any manner as to the fitness of the facility for any specific purpose.

    d. The RANGE is the property of the COUNTY and SHERIFF'S OFFICE and use of said RANGE is subject to the policies, rules and procedures established by the SHERIFF'S OFFICE.

    e. The LAW ENFORCEMENT AGENCY agrees that the RANGE shall be solely used in the service of crime prevention and for law enforcement purposes, such as training.

    f. The LAW ENFORCEMENT AGENCY shall be solely responsible for any injuries or damages to persons or property when the RANGE is used by their employees, and shall maintain liability insurance coverage for any such loss. Proof of same shall be provided to COUNTY/SHERIFF'S OFFICE prior to any scheduled use of the RANGE.

    g. The LAW ENFORCEMENT AGENCY shall provide executed Waiver Agreements for Law Enforcement (attached as Exhibit "B") to the HIDALGO COUNTY SHERIFF'S OFFICE prior to any scheduled use of the RANGE.

3. INDEMNITY: TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, LAW ENFORCEMENT AGENCY, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE

COUNTY OF HIDALGO, TEXAS, SHERIFF'S OFFICE, THEIR PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE USE OF THE RANGE (identified herein) FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE USE OF THE RANGE PROVIDED FOR UNDER THIS AGREEMENT.

4. LAW GOVERNING VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

THE HIDALGO COUNTY SHERIFF'S OFFICE WILL RECEIVE NO COMPENSATION FROM THE LAW ENFORCEMENT AGENCY FOR ANY FACILITY SHARING PURSUANT TO THIS AGREEMENT. THIS AGREEMENT BECOMES EFFECTIVE ON THE DATE IT IS SIGNED BY BOTH PARTIES. THIS AGREEMENT CAN BE TERMINATED BY EITHER PARTY UPON THIRTY (30) DAYS WRITTEN NOTICE OF INTENT TO TERMINATE.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, TO BE EFFECTIVE AS STATED HEREIN, BUT MINISTERIALLY SIGNED ON THE DATES INDICATED BELOW.

COUNTY OF HIDALGO, TEXAS:

By: _____ _____
Ramon Garcia, County Judge Date

HIDALGO COUNTY SHERIFF

By: _____ _____
J.E. "Eddie" Guerra, Sheriff Date

ATTEST:

By: _____ _____
Arturo Guajardo, Jr., County Clerk Date

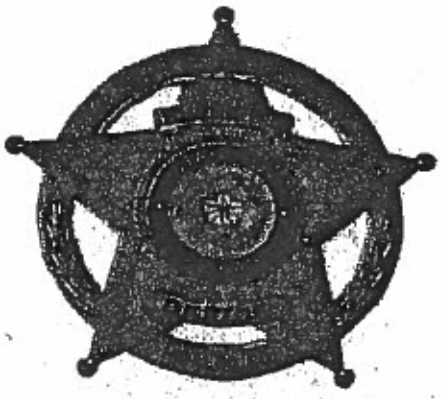
LAW ENFORCEMENT AGENCY:

By: _____ 10/14/15
Ricardo Ale, Special Agent — Date

APPROVED AS TO FORM
Office of Criminal District Attorney, Hidalgo County, Texas

By: _____ Date: 10/19/15
Josephine Ramirez Solis, Assistant DA

EXHIBIT "A"



HIDALGO COUNTY SHERIFF'S OFFICE
FIREARMS RANGE SAFETY RULES

1. Treat all firearms as though they were loaded.
2. Always keep your finger off the trigger and outside the trigger guard until on target and ready to shoot.
3. Be certain of the target and what is beyond.
4. No one is allowed on the range that is taking any substance that could impair the ability to correctly respond to audible or visual commands. This includes, but is not limited to, alcohol or any prescribed or over the counter medications.
5. All firearms training must be properly and adequately supervised.
6. Strict discipline and bearing will be maintained.
7. Upon picking up a firearm, remove magazine, open the action mechanism, and visually and physically checking to see that it is unloaded.
8. Keep the firearm pointed down range at all times.
9. No tobacco products on the firing line.
10. Never permit the muzzle of a firearm to touch the ground.
11. Pay strict attention to the Rangemasters.
12. No one should be on the firing line except those firing.
13. Electronic devices (cell phones, pagers, ipods, etc.) that can distract shooters will not be permitted on the firing line, unless authorized by the Rangemaster as part of the training.
14. All outside agency firearm instructors must check in with HCSO Academy Staff prior to commencing training.
15. All incidents and injuries at the HCSO firing range must be reported immediately to Academy Staff.
16. These rules apply to all personnel regardless of rank or agency.

HCSO Academy: 381-7979
Emergency: 9-1-1
Air Ambulance: 1-800-247-3822

EXHIBIT "B"

Waiver Agreement

For Use of Hidalgo County Sheriff's Office Shooting Range by Law Enforcement

I, _____ DO HEREBY CERTIFY THAT I AM OVER THE AGE OF EIGHTEEN (18) AND MAY CONSENT TO THIS AGREEMENT AND WAIVE, HOLD HARMLESS, AND INDEMNIFY THE COUNTY OF HIDALGO, TEXAS AND ITS EMPLOYEES AND ELECTED OFFICIALS FOR THE FOLLOWING:

- THE USE OF THE HIDALGO COUNTY SHERIFF'S OFFICE SHOOTING RANGE AS OPERATED BY THE HIDALGO COUTNY SHERIFF'S OFFICE.

I AM FULLY AWARE OF ANY AND ALL RISKS ASSOCIATED WITH THE ABOVE MENTIONED UNDERTAKING AND FULLY AND UNEQUIVICALLY ASSUME THESE RISKS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

- INJURY AND/OR DEATH TO PERSON,
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FURTHMORE, I FULLY UNDERSTAND AND AGREE THAT I WILL USE THE SHOOTING RANGE IN "AS IS" CONDITION AND THAT THE COUNTY OF HIDALGO EXPRESSLY WANES ANY AND ALL WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTIBILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

INDEMNIFICATION:

I HEREBY VOLUNTARILY RELEASE, DISCHARGE, WAIVE AND RELINQUISH ANY AND ALL ACTION OR CAUSES OF ACTION FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH OCCURRING TO ME AS A RESULT OF MY USE OF THE HIDALGO COUNTY SHERIFF'S OFFICE SHOOTING RANGE. I HEREBY RELEASE, WAIVE, DISCHARGE AND RELINQUISH ANY ACTIONS OR CAUSES OF ACTIONS AFOREMENTIONED, WHICH MAY HEREAFTER ARISE FOR ME AND MY ESTATE, AND AGREE THAT UNDER NO CIRCUMSTANCES WILL I PROSECUTE OR PRESENT ANY CLAIM FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH AGAINST HIDALGO COUNTY OR ANY OF ITS AGENTS AND EMPLOYEES FOR ANY SAID CAUSE OF ACTION, WHETHER THE SAME SHALL ARISE BY NEGLIGENCE OF ANY SAID PERSONS, OR OTHERWISE. IT IS MY INTENT BY SIGNING THIS WAIVER AGREEMENT TO EXEMPT AND RELEASE, INDEMNIFY AND HOLD HARMLESS HIDALGO COUNTY AND ANY OF ITS EMPLOYEES, ITS ELECTED OR APPOINTED OFFICIALS, EMPLOYEES AND AGENTS FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH.

MY SIGNATURE ON THIS FORM CERTIFIES THAT I HAVE READ AND UNDERSTAND AND AGREE TO THIS WAIVER AGREEMENT AND TO VERIFY MY STATUS AS A LAW ENFORCEMENT OFFICER.

Signature: _____ Date: _____

Print Name: _____ Phone: _____

Agency: _____

Address/location: _____

_____

Signature: _____ Date: _____

Witness/Hidalgo County Representative

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

September 22, 2015

U.S. Probation Office
1701 U.S. 83 Business
McAllen, Texas 78501

Re: Memorandum of Understanding for Shooting Range Use/Training

Dear Mr. Gilbert Valadez:

Please review the enclosed Memorandum of Understanding for the utilization of our Hidalgo County Sheriff's Office Shooting Range. This agreement has been reviewed by our legal office and will become effective once signed by all parties involved. Once reviewed and signed, please return accordingly.

Please feel free to contact Division Chief Gabriel Castaneda at (956) 393-6003 with any questions or concerns.

Respectfully,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

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

STATE OF TEXAS §

COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF HIDALGO, TEXAS BY AND THROUGH THE HIDALGO COUNTY SHERIFF'S OFFICE AND U.S. PROBATION OFFICE FOR SHOOTING RANGE USE/TRAINING

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COUNTY OF HIDALGO, TEXAS:

By: _____ _____
Ramon Garcia, County Judge Date

HIDALGO COUNTY SHERIFF

By: _____ _____
J.E. "Eddie" Guerra, Sheriff Date

ATTEST:

By: _____ _____
Arturo Guajardo, Jr., County Clerk Date

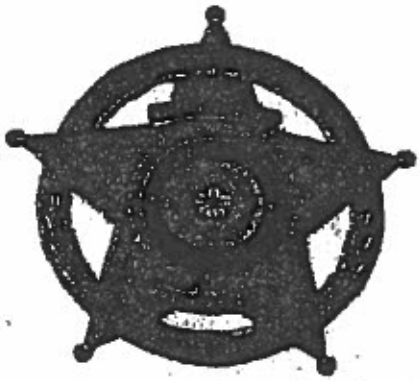
LAW ENFORCEMENT AGENCY:

By: _____ 10-8-15
Gilbert Valadez II, U.S. Probation Officer — Date

APPROVED AS TO FORM
Office of Criminal District Attorney, Hidalgo County, Texas

By: _____ Date: 10/19/15
Josephine Ramirez Solis, Assistant DA

EXHIBIT "A"



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Air Ambulance: 1-800-247-3822

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Waiver Agreement

For Use of Hidalgo County Sheriff's Office Shooting Range by Law Enforcement

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MY SIGNATURE ON THIS FORM CERTIFIES THAT I HAVE READ AND UNDERSTAND AND AGREE TO THIS WAIVER AGREEMENT AND TO VERIFY MY STATUS AS A LAW ENFORCEMENT OFFICER.

Signature: _____ Date: _____

Print Name: _____ Phone: _____

Agency: _____

Address/location: _____

_____

Signature: _____ Date: _____

Witness/Hidalgo County Representative

AI-51990 **Sheriff's Office** **10. F.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Authorization and approval to submit a State Administrative Agency Extension Request Form in reference to Operation Stonegarden FY 2014 and authorization for County Judge, as authorized official, to sign required document.

BACKGROUND

Grant Number: EMW-2014-SS-00029 (Federal)
2014-SR-48215-01 (SAA--State Administrative Agency)
Original grant award amount: $4,674,438.00 (AI# 49710 5/19/15)
Original grant award termination date: February 29, 2016
New termination date requested: May 31, 2016.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Approval to submit Extension request form...

New termination date requested: May 31, 2016.

Attachments

request

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	10/26/2015 10:07 AM

Budget & Management	Veronica Ortiz	10/29/2015 02:23 PM
Manuel Chapa	Manuel Chapa	11/06/2015 02:37 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 10/26/2015 08:59 AM

Final Approval Date: 11/06/2015

SAA
Serve Texas. Administer Resources.

State Administrative Agency
Extension Request Form

EXTENSION INFORMATION
(Please complete all fields below and provide detail information)

Date: 10/22/15 **Agency/Jurisdiction:** Hidalgo County Sheriff's Office **Region / UASI:** Lower Rio Grande Valley COG

Requestor's Information **Name:** J.E. "Eddie" Guerra **Phone #:** (956)383-8114 **Email:** sheriff.guerra@hidalgoso.org

Grant Information:

Grant Year: 2014 **Grant:** OPSG

Award Amount: $4,674,438.00

Amt. Invoiced: (Submitted to SAA) $333,614.49

Amt. Uncommitted: $4,340,823.51

Performance Period:

Current End Date: Feb 29, 2016

Requested End Date: May 31, 2016

Project Information:
Please provide the following project information for requested grant & grant year:

***Total* # of projects sub-grantee is responsible for:** 1

***Total* # of projects completed:**

List projects included in this extension: If ALL, check box ☒
(Please use SPARS titles)

1.
2.
3.
4.
5.
6.

Justification for Extension: (Please be *project* specific)

Hidalgo County is requesting a no-cost extension on the 2014 Operation Stonegarden grant. The purpose of this extension is for the continuation and support of working collaboratively with the 17 participating agencies on achieving and sustaining the goals and objectives set forth within the Stonegarden mission statement. This extension will provide all participating agencies the ample time needed to exhaust their awarded funds, submit appropriate reimbursement document and execute their original spending plans by the scheduled deadline of May 31, 2016. This approval will allow the Hidalgo County Sheriff's Office and participating agencies to remain consistent with the overall strategic plan and objectives associated with Operation Stonegarden.

Date **Printed Name** (Director/Authorized Official) **Signature** (Director/Authorized Official)

Regional or UASI POC Use Only

POC Name: **Date Received:**

Notes or Comments:

☐ APPROVED
☐ DENIED

Date **Printed Name** (Regional POC/UASI POC) **Signature** (RegionalPOC/UASI POC)

NOTE: Save a copy of this form for your records.

SAA USE ONLY

STEP 1 -
Grant Coordinator Review

☐ APPROVED
☐ DENIED

Date Received | GC Initials | BA Initials | Lead Initals | Spvr Initals

Notes or Comments:

STEP 2 -
Management Review

☐ APPROVED
☐ DENIED

Dep. Adm. Initals | Signature - Deputy Assistant Director | Date

Notes or Comments:

State Administrative Agency (SAA)
Extension Request Process and Form Instructions

All sub-recipients of the SAA must request performance period extensions using the following Extension Request Form. Any request outside of this process will not be considered. (See SAA IB #11-003)

Extension Requests will only be accepted in the last 6 months of the performance period and no later than 30 days before the end of the performance period. Exceptions will be considered on a case by case basis, and must be fully documented when submitted. Projects managed through a Council of Governments (COG) or Urban Area (UA) *must have* COG/UA Point of Contact approval and signature before the SAA will review the request. Extension requests must be submitted via **e-mail** to the SAA Lead Grant Coordinator assigned to your Region/UA. These assignments can be found at the link listed below.

The submitting sub-recipient will be notified of approvals/denials through an e-mail containing a copy of the original request with approval/denial indicated and notes. The SAA will attach a Grant Adjustment Notice (GAN) to the e-mail for all approved extensions. The GAN must be signed and returned to the SAA. *Please note, all invoices must be submitted to the SAA by the end of the performance period.*

FORM INSTRUCTIONS

Fill in all the blanks of the Extension Request Form as applicable using as much detail as possible.

Clarification of Request Information:

- **Region/UASI** = from the drop down list, select the name of the Council of Governments or Urban Area. If request is for a state agency, please select State Agency. If the request is for another type of entity, please select NA.
- **Award Amount** = provide the award amount from your most recent Sub-Recipient Agreement or Grant Adjustment Notice.
- **Amount Invoiced** = provide the amount of funding that has been *completed and invoiced* as of the request date. This information can be found on the SPARS website. (Except for State Agency projects funded with grants prior to 2010.)
- **Amount Uncommitted** = provide the amount of uncommitted funding as of the request date. This information can be found on the SPARS website. (Except for State Agency projects funded with grants prior to 2010.)
- **Current End Date** = provide the most current performance period end date on your most recent Sub-Recipient Agreement or Grant Adjustment Notice.
- **Requested End Date** = provide the date you are requesting to extend your performance period. *PLEASE NOTE* - All invoices must be received by the SAA before the end of the extended performance period.
- **Total # of projects sub-grantee is responsible for** = provide the number of projects the sub-grantee was funded and responsible for during the requested grant year.
- **Total # of projects completed** = provide the number of projects the sub-grantee has completed. These should be projects in which all invoices have been submitted in SPARS and to the SAA.
- **List projects included in the extension** = provide the titles of the projects that will continue in the extension period. Please use the same titles that are reflected in SPARS. If none of the projects are completed and all of your projects will remain open during this extension period, you may check the box. The SAA will review the progress on the projects in evaluating this extension request.
- **Justification for Extension** = provide a detailed and project specific justification explaining what has caused the delays, why the extension is needed, and how similar delays will be avoided in the future. Each extension decision will be based on this information. Attach additional pages as necessary.
- **Signature** = the form must be signed by the Director or Authorized Official or their designated signee.

How to:

Print - Click yellow print button in upper right corner of the form, select your printer from drop down and click OK.
Save - Click on yellow print button, check the "Print to File" box and click OK and follow the next steps to Save.

Grant Coordinator Assignments and Contact Information:
http://www.txdps.state.tx.us/director_staff/saa/documents/grantGrpAlignments.pdf

State Administrative Agency
E-mail - *SAA@TXDPS.state.tx.us*
Fax - *(512) 206-3137*
Mail - *1033 La Posada, Suite 135, Austin, TX 78752*

AI-52028 **Sheriff's Office** **10. G.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval to appropriate monies received from the sale of weapons in the amount of $18,575 into the Sheriff's Office budget.
2. Approval of Certification of Revenues by the County Auditor for the amount of $18,575.
3. Approval of budget appropriation for $18,575 in the Sheriff's Office Budget.

BACKGROUND

The HCSO received $11,750 from G.T. Distributors (County Treasurer's Receipt No. 191826) and $6,825 from Suppressed Tactical Solutions, LLC (County Treasurer's Receipt No. 190700).

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-280-001-0-610

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

BUDGETARY IMPACT:

Transfer of monies received from two vendors for sale of used weapons to Account No. 5-1100-421-00-280-001-0-610.

Revenue Acct.: 5-1100-392-10-000-000-0-000 GENERAL FUND--SALE OF CAPITAL ASSETS

Attachments

budget.approp.

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	10/29/2015 02:08 PM
Budget & Management	Veronica Ortiz	10/29/2015 02:18 PM
Manuel Chapa	Manuel Chapa	11/02/2015 02:44 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM

Form Started By: Emilia Uriegas Started On: 10/29/2015 10:44 AM
Final Approval Date: 11/06/2015

DATE: October 29, 2015
DEPARTMENT HEAD: J. E. "Eddie" Guerra
DEPARTMENT NAME: Sheriff
ACCOUNT NUMBER: 5-1100-421-00-280-001-0-610

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
APPROPRIATIONS		
5-1100-421-00-280-001-0-610	General Supplies	18,575.00
REVENUES		
5-1100-392-10-000-000-0-000	General Fund--Sale of Capital Assets	18,575.00

TOTAL APPROPRIATIONS **18,575.00**

REASON: **To appropriate monies received for sale of used weapons from two vendors. (County Treasurer's Receipt No. 190700 for $6,825 and No. 191826 for $11,750).**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COUR

ATTEST COUNTY CLERK

AI-52200 **Executive Office** **11. A.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and action authorizing Mr. Raul Silguero as the designated signator in addition to Ms. Esther Cortez for the Department of Human Resources

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/06/2015 04:47 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM

Form Started By: Monica Badillo Started On: 11/06/2015 04:12 PM

Final Approval Date: 11/06/2015

AI-52188 **Executive Office** **11. B.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Presentation and acceptance of Audit Report submitted by the Emergency Services District No. 1 for year ended December 31, 2014

BACKGROUND

WESLACO AREA

Fiscal Impact

Attachments

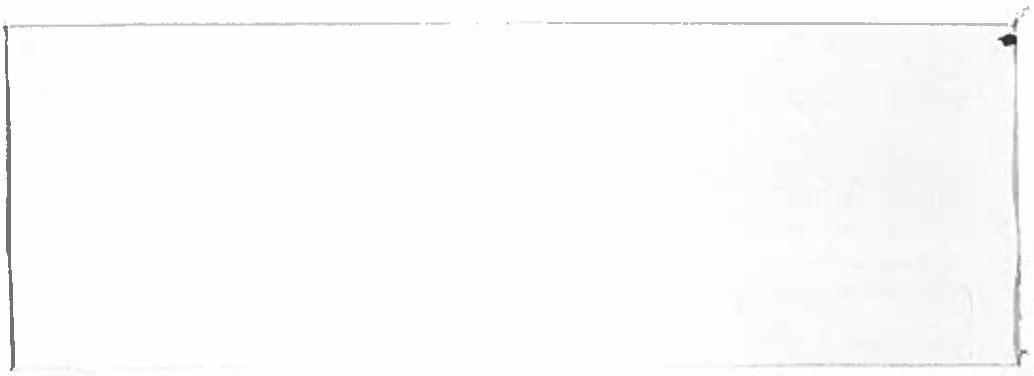
REPORT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	11/06/2015 03:27 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM

Form Started By: Monica Badillo Started On: 11/06/2015 02:31 PM

Final Approval Date: 11/06/2015



RECEIVED
OCT 2 8 2015
COUNTY JUDGE

GARCIA & PEÑA
Certified Public Accountants
301 W. 4th • P. O. Box 8032
Weslaco, Texas 78599
969-1433 969-4460

HIDALGO COUNTY EMERGENCY SERVICES
DISTRICT NO. 1

FINANCIAL STATEMENTS
AS OF DECEMBER 31, 2014

RECEIVED
OCT 2 8 2015
COUNTY JUDGE

HIDALGO COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
YEAR ENDED DECEMBER 31, 2014

OFFICERS

Robert Rektorik	Chairman
Gerardo V. Latigo	Vice-Chairman
Fred McCaleb, Jr.	Secretary/Treasurer
Larry Dittburner	Commissioner
James Anthony Vos	Commissioner
Richard S. Talbert	Legal Counsel

HIDALGO COUNTY EMERGENCY SERVICES
DISTRICT NO. 1
AS OF DECEMBER 31, 2014

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Statement of Revenues, Expenditures, and Changes in Fund Balances	7
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PART I

FINANCIAL SECTION

GARCIA & PENA
Certified Public Accountants
P. O. Box 8032
301 West 4th
Weslaco, Texas 78599
956-969-1433 • Fax 956-968-1467 • 956-421-4601

Manuel B. Garcia, CPA
Jaime X. Pena, CPA

INDEPENDENT AUDITOR'S REPORT

Hidalgo County Emergency Services
District No. 1
P.O. Box 1010
Weslaco, Texas 78596

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, and the aggregate remaining fund information of Hidalgo County Emergency Services District No. 1 as of and for the year ended December 31, 2014 with comparative totals for the year ended December 31, 2013, and the related notes to the financial statements, which collectively comprise Hidalgo County Emergency Services District No. 1's basic financial statements as listed in the Table of Contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Hidalgo County Emergency Services District No. 1
Management's Discussion and Analysis

This discussion and analysis is intended to provide an overview of the Hidalgo County Emergency Services District No. 1 financial performance for the year ended December 31, 2014, and the related effect on the Hidalgo County Emergency Services District No. 1's financial condition. Please read it in conjunction with the financial statements which begin on page 1.

FINANCIAL HIGHLIGHTS

- The Hidalgo County Emergency Services District No. 1 Changes in Net Position – Governmental Type Activities – Total government-wide net position decreased $12,224 as a result of this year's operations.
- The Hidalgo County Emergency Services District No. 1 increased the tax rate from $0.0154 to $0.0165 for the current year, due to a decrease in market values and assessed values of the district's properties. Assessed taxes increased by $15,813 and current year collections increased by $6,182 over the prior year. Total revenues increased by $18,141 ($136,672 and $118,531 for 2014 and 2013, respectively) but expenditures for 2014 were $148,896, causing a $12,224 decrease in net position. Expenditures increased by $18,786, due to a service contract increase.
- At the close of the current year, the Hidalgo County Emergency Services District No. 1's governmental fund reported a decrease of $23,888, reducing the fund balance to $322,906, which is 216.87% (percent) of total general fund expenditures.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. Hidalgo County Emergency Services District No. 1 basic financial statements comprise three components: 1.) Government-wide financial statements, 2.) Fund financial statements, and 3.) Notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements - The government-wide financial statements are designed to provide readers with a broad overview of Hidalgo County Emergency Services District No. 1 finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of Hidalgo County Emergency Services District No. 1 assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of Hidalgo County Emergency Services District No. 1 is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in the future fiscal period (e.g., uncollected taxes).

The government-wide financial statements distinguish functions of Hidalgo County Emergency Services District No. 1 that are principally supported by taxes and intergovernmental revenues (governmental activities). The governmental activities of Hidalgo County Emergency Services District No. 1 include general government, and ambulance services provided through service contracts.

The Board sets expenditure caps over which Hidalgo County Emergency Services District No. 1 Commissioner's approval is required.

The government-wide financial statements can be found on pages 1-3 of this report.

Governmental funds - The focus of Hidalgo County Emergency Services District No. 1's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing Hidalgo County Emergency Services District No. 1's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, Hidalgo County Emergency Services District No. 1 governmental fund reported an ending fund balance of $322,906, which is available for spending at the government's discretion.

The general fund is the chief operating fund of Hidalgo County Emergency Services District No. 1. At the end of the current fiscal year, unreserved fund balance of the general fund was $322,906. As a measure of the general fund's liquidity, it may be useful to compare both unreserved fund balance to total fund expenditures. Unreserved fund balance represents 216.87% of total general fund expenditures.

The fund balance of Hidalgo County Emergency Services District No. 1's general fund decreased by $23,888 during the current fiscal year. Key factors in this change are as follows:

- The tax receipts, penalties and interest revenues increased by $9,453, in the current year, but expenditures increased by $18,786. Total revenues were $125,008, with total expenditures of $148,896, yielding a decrease of $23,888 in fund balance.

CAPITAL ASSETS

Capital Assets. Hidalgo County Emergency Services District No. 1's investment in capital assets for its governmental activities as of December 31, 2014, amounts to $-0-.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of Hidalgo County Emergency Services District No. 1's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Hidalgo County Emergency Services District No. 1, P.O. Box 1010, Weslaco, Texas 78599.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
GOVERNMENT-WIDE STATEMENTS OF NET ASSETS
DECEMBER 31, 2014 AND 2013

ASSETS AND DEFERRED OUTLOW OF RESOURCES	2014	2013
Cash	$ 171,246	$ 192,525
Certificate of Deposit	183,687	182,046
Due from County	14,586	15,967
Rollback Taxes Receivable	869	160
Tax Assessment Receivable (Net)	117,790	106,835
Deferred Outlow of Resources	-	-
Total Assets and Deferred Outflow of Resources	$ 488,178	$ 497,533
LIABILITIES, DEFERRED INFLOW OF RESOURCES		
Liabilities		
Accounts Payable	$ 31,250	$ 31,250
Due to Tax Attorney	15,363	12,494
Total Liabilities	46,613	43,744
Deferred Inflow of Resources	-	-
Net Position		
Unrestricted	441,565	453,789
Total Net Position	441,565	453,789
Total Liabilities, Deferred Inflow of Resources, and Net Position	$ 488,178	$ 497,533

The notes to the financial statements are an integral part of this statement.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
GOVERNMENT-WIDE STATEMENT OF ACTIVITIES
DECEMBER 31, 2013

Program Activities	Expenses	Taxes Penalties/Interest	Operating Grants and Contributions	Total
Governmental activities				
General government and administration	$ 23,860	$ 8,716	$ -	$ (15,144)
Service Contracts	106,250	106,250		-
Interest on long-term debt				
Total governmental activities	$ 130,110	$ 114,966	$ -	$ (15,144)

General revenues:	
Investment earnings	3,335
Decrease in allowance for uncollectible accounts	199
Miscellaneous	31
Total general revenues	3,565
Changes in net position	(11,579)
Net position at beginning of year	465,368
Net position at end of year	$ 453,789

The notes to the financial statements are an integral part of this statement

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013

	2014	2013
Cash Flows From Operating Activities		
Cash received from tax payers	$ 125,467	$ 115,558
Other operating cash receipts	-	-
Cash payments to suppliers for goods and services	(22,753)	(23,860)
Cash payments for service contracts	(125,000)	(100,000)
Net Cash Provided by Operating Activities	(22,286)	(8,302)
Cash Flows From Investing Activities:		
Interest on cash and cash investments	2,648	3,335
Net Increase (Decrease) In Cash	(19,638)	(4,967)
Cash at the Beginning of the Year	374,571	379,538
Cash at the End of the Year	$ 354,933	$ 374,571
Reconciliation of income (loss) from operations to net cash provided (used) by operating activities		
Income (loss) from operations	$ (15,047)	$ (15,144)
Changes in Assets		
Due from the County	1,381	581
Tax Receivable	(11,664)	(2,976)
Changes in Liabilities		
Accounts Payable		6,250
Due to Tax Attorney	2,869	2,757
Other Income	175	230
Net cash provided (used) by operating activities	$ (22,286)	$ (8,302)
Reconciliation of total cash and cash investments		
Current Cash	$ 171,246	$ 192,525
Certificate of Deposits	183,687	182,046
	$ 354,933	$ 374,571

The notes to the financial statements are an integral part of this statement

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
BALANCE SHEET
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013

ASSETS AND DEFERRED OUTFLOW OF RESOURCES	2014	2013
Cash	$ 171,246	$ 192,525
Certificate of Deposit	183,687	182,046
Due from County	14,586	15,967
Rollback Taxes Receivable	869	160
Tax Assessment Receivable (Net)	117,790	106,835
Deferred Outflow of Resources	-	-
Total Assets and Deferred Outflow of Resources	$ 488,178	$ 497,533
LIABILITIES, DEFERRED INFLOW OF RECOURCES, AND FUND BALANCE		
Liabilities		
Accounts Payable	$ 31,250	$ 31,250
Due to Tax attorney	15,363	12,494
Total Liabilities	46,613	43,744
Deferred Inflow of Resources	118,659	106,995
Fund Balance		
Unrestricted	322,906	346,794
Total Liabilities, Deferred Inflow of Resources, and Fund Balance	$ 488,178	$ 497,533

The notes to the financial statements are an integral part of this statement

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
RECONCILIATION OF THE BALANCE SHEETS TO THE STATEMENT OF NET POSITION
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013

	2014	2013
Total fund balances-total governmental funds	$ 322,906	$ 346,794
Amounts reported for governmental activities in the statement of net position are different because:		
Deferred revenues are not considered available financial resources and therefore are not reported in the governmental fund balance sheet equity section	118,659	106,995
Net position of governmental activities	$ 441,565	$ 453,789

The notes to the financial statements are an integral part of this statement.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013

	General Fund	
	2014	2013
Revenues		
Tax Receipts, Net of Refunds	$ 113,575	$ 103,841
Penalties & Interest	8,659	8,348
Interest	2,648	3,335
Other	126	31
Total Revenues	125,008	115,555
Expenditures		
Collection and Assessment Fees Hidalgo County (Note 1)	1,142	1,069
Service Contract City of Weslaco (Note 4)	125,000	106,250
Administrative Fees and Contract Services	400	1,200
Legal and Professional	12,759	12,374
Insurance	6,308	6,071
Office	3,287	3,146
Total Expenditures	148,896	130,110
Excess of Revenues Over (Under) Expenditures	(23,888)	(14,555)
Fund Balance, Beginning of the Year	346,794	361,349
Fund Balance, End of Year	$ 322,906	$ 346,794

The notes to the financial statements are an integral part of this statement.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE OF GOVERNMENTAL FUNDS TO STATEMENT OF ACTIVITIES
DECEMBER 31, 2014 AND 2013

	2014	2013
Net change in fund balance-total governmental funds	$ (23,888)	$ (14,555)
Amounts reported for governmental activities in the statement of net position are different because:		
Some property tax will not be collected for several months after the fiscal year-end assessments and these are not considered available revenues in the governmental funds.	8,844	3,250
These were tax collection in excess of the tax assessment, which have already been recognized as revenues in the previous year		
Tax adjustments and allowance for uncollectible amounts are recognized thru the deferred revenue accounts in the governmental funds		
Tax adjustments	2,771	(473)
Allowance for bad-debt expenses		
Decrease in allowance for uncollectible accounts	49	199
Increase in allowance for uncollectible accounts		
Changes in net position of governmental activities	$ (12,224)	$ (11,579)

The notes to the financial statements are an integral part of this statement.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
COMBINED STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE-BUDGET AND ACTUAL
DECEMBER 31, 2014

	Budgeted Amounts		Actual GAAP	Variance With Final	2013
	Original	Final	Basis	Budget	Actual
Revenues					
Property Taxes	$ 107,085	$ 107,085	$ 113,575	$ 6,490	$ 103,841
Penalties & Interest	-	-	8,659	8,659	8,348
Interest	3,100	3,100	2,648	(452)	3,335
Other			126	126	31
Total Revenues	110,185	110,185	125,008	14,823	115,555
Expenditures					
General Government	36,600	36,600	23,896	12,704	23,860
Ambulance Services	125,000	125,000	125,000	-	106,250
Total Expenditures	161,600	161,600	148,896	12,704	130,110
Excess (Deficiency) of Revenues Over Expenditures	(51,415)	(51,415)	(23,888)	27,527	(14,555)
Other Financing Sources (Uses)					
Operating transfers-in					
Operating transfers-out					
Total Other Financing Sources (Uses)					
Excess (Deficiency) of Revenues and other Financing Sources Over Expenditures and Other Uses	$ (51,415)	$ (51,415)	(23,888)	$ 27,527	(14,555)
Prior Period Adjustment			-		
Fund Balance, January 1			346,794		361,349
Fund Balance, December 31,			$ 322,906		$ 346,794

The notes to the financial statements are an integral part of this statement.

NOTES TO FINANCIAL STATEMENTS

NOTE 1. NATURE OF DISTRICT AND SIGNIFICANT ACCOUNTING POLICIES

The Hidalgo County Emergency Services District No. 1 is a political subdivision, established in April 1982 (under Chapter 794 of the Health and Safety Code to Emergency Service Districts) to provide ambulance service to the citizens of Rural Hidalgo County. As of September 1, 2003, Senate Bill 1021, which passed during the 78th Regular Legislative Session, converted all fire prevention districts to emergency service districts. Emergency Services Districts are now required to operate under Chapter 775 of the Health and Safety Code.

Article 111, Section 48e of the Texas Constitution authorizes the Commissioner's Courts of participating counties to levy a tax on the ad-volorem properties situated in their districts not to exceed .10 per one hundred valuations as approved by the qualified voters residing in the district. Such a district may provide emergency medical services, emergency ambulance services, and rural fire prevention and control services.

The geographical location is as follows:

- An area having the boundaries of the Rio Grande River on the south, Mile 7 West on the west, Mile 14 ½ North on the north, and Mile 2 West on the east, except for the area contained within the corporate boundaries of the City of Weslaco; all of which lie within Hidalgo County, Texas.

The District's books and records are maintained on the modified accrual basis of accounting.

(a). Basis of Presentation

The accounting policies of Hidalgo County Emergency Services District No. 1 conform to generally accepting accounting principles as applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The district-wide financial statements (the statement of net position and the statement of changes in net position) report information on all of the activities of the District. District activities, are normally supported by taxes and intergovernmental revenues.

Government Accounting Standards Board has issued the following pronouncements, which are relevant to Hidalgo County Emergency Services District No. 1, which became effective the prior year and have been implemented:

GASB Statement No 60, *Accounting and Financial Reporting For Service Concession Arrangements*

GASB Statement No 61, *The Financial Reporting Entity: Omnibus* – an amendment of GASB Statements No. 14 and No 34.

GASB Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB AICPA Pronouncements.*

GASB Statement No. 63, *Financial Reporting of Deferred Outflows and Resources, Deferred Inflows of Resources and Net Position*

NOTE 1. NATURE OF DISTRICT AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The objective of this statement is to improve accounting and financial reporting by state and local governments that extend and receive non-exchange financial guarantees. The provisions of the statement are effective for reporting periods beginning after June 15, 2013. Earlier application is encouraged. Except for disclosures related to cumulative amounts paid or received in relation to a non-exchange financial guarantee, the provisions of this statement are required to be applied retroactively. Disclosures related to cumulative amounts paid or received in relation to a non-exchange financial guarantee may be applied prospectively.

GASB Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date – An Amendment of GASB Statement No. 68.* The provisions of this statement are required to be applied simultaneously with the provisions of Statement 68.

Basis of Presentation

The District wide financial statements (the statement of net position and the statement of changes in net position) report information on all of the activities of the District. District activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities, demonstrates the degree to which the direct expenses of a given program are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific program. Program revenues include (1) taxes billed against the citizen of its geographical area (2), penalties and interest billed for the late payments of taxes that are restricted to meeting the operational or capital requirements of the ambulance service. Interest and other items not properly included among program revenues are reported as general revenues.

(b). Measurement Focus/Basis of Accounting

Measurement focus refers to what is being measured: basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurement made, regardless of the measurement focus applied.

The district-wide statements are reported using the economic resources measurement focus and the accrual basis of accounting. The economic resources measurement focus means all assets and liabilities (whether current or non-current) are included on the statement of net position and the operating statements present increases (revenues) and decreases (expenses) in net total position. Under the accrual basis of accounting, revenues are recognized when earned. Expenses are recognized at the time the liability is incurred.

NOTE 1. NATURE OF DISTRICT AND SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

(g). Reclassification
Certain items in the prior year report have been reclassified to conform, to current year reclassification. Such reclassification had no effect on previously reported net income.

(h). Statement of Cash Flows
For purposes of reporting cash flows, cash includes cash in banks and certificates of deposit, with maturity of three months or less to be cash equivalents.

(i). Income Taxes
The District is exempt from Federal income taxes and therefore no provision for the Federal income taxes has been made in the accompanying financial statements.

NOTE 2. CONCENTRATION OF CREDIT RISK

The District's policy limits the deposits in any one-bank institution to their extent of FDIC coverage and pledged securities.

The District maintained account balances in three banks, as follows:

Financial Institution	FDIC Coverage	Securities Pledged	Cash on Deposit	Excess (Deficiency) In Depository Security
Rio Bank	$ 250,000	$ -	$ 171,246	$ 78,754
Elsa State Bank	250,000	-	129,117	120,883
Greater State Bank	250,000	-	54,570	195,430
	$ 750,000	$ -	$ 354,933	$ 395,067

NOTE 3. DISCLOSURES ABOUT FAIR VALUE OF FINANCIAL INSTRUMENTS

The estimated fair values of Hidalgo County Emergency Services District No. 1's financial instruments at December 31, 2014 and the methods and assumptions used to estimate such fair value are as follows:

Cash:

Fair value approximates the carrying amount because of the short maturity of the instruments.

Tax Assessment Receivable:

The fair value of the receivables approximates the carrying amount, as these balances are not considered available resources for the period ending December 31, 2014.

NOTE 5. DEFFERED OUTFLOWS/INFLOWS OF RESOURCES

In addition to assets, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period (s) and so will not be recognized as an outflow of resources (expenses/expenditure) until then. The District does not have any items that qualify for reporting in this category.

In addition to liabilities, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period (s) and so will not be recognized as an inflow of resources (revenue) until that time. At the government fund level, revenues that have been billed but not yet collected or collected within the availability period are reported as unavailable revenues. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. The District has one category that qualified as deferred inflows or resources. The following table described the items and amounts:

Deferred Inflows of Resources	Amount
Property Taxes	$ 118,659

NOTE 6. COMMITMENTS

Service Contract with City of Weslaco and South Texas Emergency Care
The District has a service contract with the City of Weslaco, Texas effective through October 1, 2013 to September 30, 2015, requiring quarterly payments of $31,250 per quarter, plus premiums on ambulance operating insurance. In the current fiscal year, the District paid $125,000.

	City of Weslaco
2014	$ 125,000
2015	125,000
	$ 250,000

NOTE 7. RISK MANAGEMENT

The District is exposed to various uncertainties for losses related to intentional and unintentional torts; theft of, errors or omissions; catastrophes; and claims by patients or clients transported by ambulance units for which the District carries commercial insurance coverage. There have been no significant reductions in insurance coverage from the previous year. No negotiated settlements or jury awards have exceeded policy limits in any of the past three years.

The District's management is not aware of any pending or alleged claims that could exceed the policy limits of the present insurance coverage.

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 1
SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED DECEMBER 31, 2014 AND 2013

(A) Services Provided to the Citizens of the District

Types of Service	Years	
	2014	2013
EMS Calls	Not Available	Not Available
Fire by Type:		
Business Structure and Dwellings	-	-
Mobile Home	-	-
Motor Vehicle Accidents	-	-
Grass	-	-
Refuse	-	-
Vehicles	-	-
Rescue	-	-
Assist EMS	-	-
Fire Alarms & Equipment	-	-
*Other	-	-

* Other-Washdowns
Search
Drownings
Electrical
Gas Leak
False Alarms
Bee Calls

(B) Insurance Coverage is as follows:

Type of Coverage	Dollar Amounts
Fidelity Bond Coverage	$ 100,000
Commerical General Liability	1,000,000
Public Official's Liability	500,000
Ambulance Operators/Fire Fighter E & O	500,000
Mal-practice Insurance	1,000,000
Crime Policy	50,000

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

RECEIVED
OCT 2 8 2015
COUNTY JUDGE

October 27, 2015

Honorable Ramon Garcia, County Judge
Hidalgo County Judge's Office
100 E. Cano
Edinburg, Texas 78539

Subject: Emergency Services District No. 1
Financial Report for the Year Ended December 31, 2014

Dear Judge Garcia:

Pursuant to Health and Safety Code §775.082(b), an emergency services district shall prepare and file with the commissioners court of each county that contains any part of the district on or before June 1 of each year an audit report of the district's fiscal accounts and records.

Attached please find 5 copies of the audited financial report for Emergency Services District No. 1 for the Year Ended December 31, 2014 for the Commissioners Court. Please prepare an agenda item on the next available Commissioners Court meeting for presentation and acceptance of the financial report.

If you have questions, please do not hesitate to call me at 318-2511 ext. 4604.

Respectfully,

Raymundo Eufracio, CPA
Hidalgo County Auditor

Enclosures (5)

HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 273RD D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

LAW OFFICE OF RICHARD S. TALBERT

612 S. Texas
Weslaco, TX 78596-6222
(956) 968-1578

Fax (956) 968-0698

rstlaw@bizrgv.rr.com

RECEIVED BY
COUNTY AUDITOR

2015 OCT 26 PM 1 29

File No. 8900

October 19, 2015

Mr. Raymundo Eufracio, CPA
Hidalgo County Auditor
2808 South Business Highway 281
Edinburg, TX 78539-6243

Re: Emergency Services District No. 1 (ESD-1) - 2014 Audit

Dear Mr. Eufracio:

Enclosed please find five (5) copies the 2014 Audit for Emergency Services District No. 1 which was accepted by the Board of Commissioners at their monthly meeting on October 19, 2015. In the past, ESD-1 has forwarded its Audit directly to the Hidalgo County Judge's office, however, as per the prior request from your office, the 2014 Audit is being forwarded directly to your office with the anticipation that your office will provide a copy to the County Judge's Office for delivery to the Commissioner's Court.

Should you have any questions concerning this matter, please do not hesitate to contact me.

Very truly yours,

Richard S. Talbert

RICHARD S. TALBERT

RST/llt

Enclosures (as stated)

pc: Hon. Ramon Garcia
County Judge of Hidalgo County
P. O. Box 1356
Edinburg, TX 78540-1356
(w/o enclosures)

Hidalgo County Emergency Services District No. 1
P.O. Box 1010
Weslaco, TX 78599-1010

SCANNED
OCT 26 2015
INITIALS:

AI-52039 **Executive Office** **11. C.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 2016 Proposed Holidays

BACKGROUND

Fiscal Impact

Attachments

current
proposed

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/30/2015 09:06 AM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Monica Badillo		Started On: 10/29/2015 04:17 PM
Final Approval Date: 11/06/2015		

County Executive Office

2818 S. Bus. Hwy. 281 Edinburg, Texas 78539 Phone: (956) 292-7655 Fax: (956) 292-7034

HIDALGO COUNTY
2015 HOLIDAYS

New Year's Day	**January 01, 2015 (Thursday)**
Martin Luther King Day	**January 19, 2015 (Monday)**
Presidents' Day	**February 16, 2015 (Monday)**
Good Friday	**April 03, 2015 (Friday)**
Memorial Day	**May 25, 2015 (Monday)**
Independence Day	**July 03, 2015 (Friday)**
Labor Day	**September 07, 2015 (Monday)**
Columbus' Day	**October 12, 2015 (Monday)**
Veterans' Day	**November 11, 2015 (Wednesday)**
Thanksgiving	**November 26 & 27, 2015 (Thursday/Friday)**
Christmas	**December 24 & 25, 2015 (Thursday/Friday)**
New Years' Eve	**December 31, 2015 (Thursday)**

Approved by Commissioners' Court on: November 10, 2014.

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

County Executive Office

2818 S. Bus. Hwy. 281 Edinburg, Texas 78539 Phone: (956) 292-7655 Fax: (956) 292-7034

PROPOSED
HIDALGO COUNTY
2016 HOLIDAYS

New Year's Day	**January 01, 2016 (Friday)**
Martin Luther King Day	**January 19, 2016 (Monday)**
Presidents' Day	**February 15, 2016 (Monday)**
Good Friday	**March 25, 2016 (Friday)**
Memorial Day	**May 30, 2016 (Monday)**
Independence Day	**July 04, 2016 (Monday)**
Labor Day	**September 05, 2016 (Monday)**
Columbus' Day	**October 10, 2016 (Monday)**
Veterans' Day	**November 11, 2016 (Friday)**
Thanksgiving	**November 24 & 25, 2016 (Thursday/Friday)**
Christmas ***Christmas Day is on Sunday**	**December 22 & 23, 2016 (Thursday/Friday)** **or** **December 26 & 27, 2016 (Monday/Tuesday)** **or** **December 23 & 26, 2016 (Friday/Monday)**
New Year's Eve ***New Year's Eve is on Saturday**	**December 30, 2016 (Friday)**

Approved by Commissioners' Court on: November ___, 2015.

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

AI-52063 **Executive Office** **11. D.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting permission by the Edinburg Chamber of Commerce to use the county square for the following events:
Night of Lights Parade on Friday, December 4, 2015 (evening)
48th Annual Fiesta Edinburg Celebration on Saturday, February 27, 2016 at 10:00 a.m.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact; liability insurance attached.

Attachments

letter-parade
letter-night of lights
ins
INS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/03/2015 11:16 AM
Ivan Cantu	Ivan Cantu	11/04/2015 09:39 AM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM

Form Started By: Monica Badillo Started On: 11/02/2015 10:20 AM

Final Approval Date: 11/06/2015

P.O. Box 85 / 602 W. University
Edinburg, TX 78540
(956) 383-4974

October 30, 2015

Honorable Judge Ramon Garcia
Hidalgo County Courthouse
100 E. Cano
Edinburg, TX 78539

Dear Judge Garcia:

On behalf of the Edinburg Chamber of Commerce, I would like to request permission to use the county square for the 48th Annual Fiesta Edinburg Celebration on Saturday, February 27, 2016 at 10:00 a.m. The parade is scheduled to begin at the county square and South on Closner ending at Cats Stadium on East Palm Drive. We will begin setting up at 7:00 a.m.

Thank you in advance for your cooperation. If you have any questions, please call me at 956-383-4974.

Sincerely,

Letty Gonzalez
President

P.O. Box 85 / 602 W. University
Edinburg, TX 78540
(956) 383-4974

October 30, 2015

Honorable Judge Ramon Garcia
Hidalgo County Courthouse
100 E. Cano
Edinburg, TX 78539

Dear Judge Garcia:

On behalf of the Edinburg Chamber of Commerce, I would like to request permission to use the county square for the Night of Lights Parade on Friday, December 4th for the disbandment of the parade. The participants will start lining up at 4:30 p.m. at the University of Texas Rio Grande Valley Parking Lot C. The parade is scheduled to begin at 7:00 p.m. and end at approximately 9:00 p.m. .

Thank you in advance for your cooperation and for your continued support throughout the years. I am also attaching the certificate of liability insurance. If you have any questions, please call me at 383-4974.

Sincerely,

Letty Gonzalez
President

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

county of hidalgo

From : Celeste Garcia <celeste.garcia.tjb7@statefarm.com>
Subject : county of hidalgo
To : chamber@edinburg.com

StateFarm

Certificate of Insurance

This certifies that

- ☐ State Farm Fire and Casualty Compa
- ☐ State Farm General Insurance Comp
- ☐ State Farm Fire and Casualty Compa
- ☐ State Farm Florida Insurance Compa
- ☒ State Farm Lloyds, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder **EDINBURG CHAMBER OF COMMERCE**

Address of policyholder **602 W UNIVERSITY, EDINBURG, TX 78539**

Location of operations

Description of operations **EDINBURG CHAMBER OF COMMERCE**

The policies listed below have been issued to the policyholder for the policy periods shown. T
subject to all the terms, exclusions, and conditions of those policies. The limits of liability sho

Policy Number	Type of Insurance	Policy Period Effective Date	Policy Period Expiration Date	
90-KK-5536-8	Comprehensive Business Liability	**11/17/2015**	**11/17/2016**	
This insurance includes:	☐ Products - Completed Operations ☐ Contractual Liability ☐ Personal Injury ☐ Advertising Injury ☒ **MED/PERSON 5,000**			Ea Ge Pr Op
Policy Number	EXCESS LIABILITY	**Policy Period Effective Date**	**Policy Period Expiration Date**	
	☐ Umbrella ☐ Other			Ea Ag
		Policy Period Effective Date	**Policy Period Expiration Date**	
	Workers' Compensation and Employers Liability			Pa E D D
		Policy Period		

Policy Number	Type of Insurance	Effective Date	Expiration Date	

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITH
AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESC

Name and Address of Certification Holder

ADDITIONAL INSURED

COUNTY OF HIDALGO
100 E CANO ST
EDINBURG TX 78539-4582

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StateFarm

Certificate of Insurance

This certifies that

- ☐ State Farm Fire and Casualty Compa
- ☐ State Farm General Insurance Comp
- ☐ State Farm Fire and Casualty Compa
- ☐ State Farm Florida Insurance Compa
- ☒ **State Farm Lloyds,** Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder **EDINBURG CHAMBER OF COMMERCE**

Address of policyholder **602 W UNIVERSITY, EDINBURG, TX 78539**

Location of operations

Description of operations **EDINBURG CHAMBER OF COMMERCE**

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This insurance includes:	☐ Products - Completed Operations ☐ Contractual Liability ☐ Personal Injury ☐ Advertising Injury ☒ **MED/PERSON 5,000**			Ea G Pr O

Policy Number	EXCESS LIABILITY	Policy Period Effective Date	Policy Period Expiration Date	
	☐ Umbrella ☐ Other			Ea Ag

		Policy Period Effective Date	Policy Period Expiration Date	
	Workers' Compensation and Employers Liability			Pa E D D

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AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESC

Name and Address of Certification Holder

ADDITIONAL INSURED

COUNTY OF HIDALGO
100 E CANO ST
EDINBURG TX 78539-4582

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1001260

Letty, can you send me the address for the city, I have looked thru all my documents and I do not have the address.
I have attached the one for this year 11/14-11/15 and for next year 11/15-11/16 in case you need both.

Celeste Garcia
Customer Service Representative
Sam Saldivar Agency
2108 S. Highway 281
Edinburg, TX 78539
Bus: (956) 383-4312
Fax: (956) 383-4418
celeste.garcia.tjb7@statefarm.com



Picture (Device Independent Bitmap) 1.jpg
2 KB



001.jpg
485 KB



002.jpg
483 KB

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

Certificate of Insurance

From : Letty Gonzalez <chamber@edinburg.com>
Subject : Certificate of Insurance
To : monica badillo <monica.badillo@co.hidalgo.tx.us>

StateFarm

This certifies that

Certificate of Insurance

- ☐ State Farm Fire and Casualty Compa
- ☐ State Farm General Insurance Comp
- ☐ State Farm Fire and Casualty Compa
- ☐ State Farm Florida Insurance Compa
- ☒ **State Farm Lloyds,** Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder **EDINBURG CHAMBER OF COMMERCE**

Address of policyholder **602 W UNIVERSITY, EDINBURG, TX 78539**

Location of operations

Description of operations **EDINBURG CHAMBER OF COMMERCE**

The policies listed below have been issued to the policyholder for the policy periods shown. T
subject to all the terms, exclusions, and conditions of those policies. The limits of liability sho

Policy Number	Type of Insurance	Policy Period Effective Date	Policy Period Expiration Date	
90-KK-5536-8	Comprehensive Business Liability	**11/17/2015**	**11/17/2016**	
This insurance includes:	☐ Products - Completed Operations ☐ Contractual Liability ☐ Personal Injury ☐ Advertising Injury ☒ **MED/PERSON 5,000**			Ea Ge Pr Op
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	☐ Umbrella ☐ Other			Ea Ag
		Policy Period Effective Date	**Policy Period Expiration Date**	
	Workers' Compensation and Employers Liability			Pa E D D
		Policy Period		

Policy Number	Type of Insurance	Effective Date	Expiration Date	

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITH
AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESC

Name and Address of Certification Holder

ADDITIONAL INSURED

COUNTY OF HIDALGO
100 E CANO ST
EDINBURG TX 78539-4582

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1001260

Letty Gonzalez
President
Edinburg Chamber of Commerce
(956) 383-4974
(956) 383-6942 (fax)
chamber@edinburg.com
www.edinburg.com
Follow us on:





This email has been checked for viruses by Avast antivirus software.
www.avast.com



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image004.jpg
6 KB

AI-52157 **Executive Office** **11. E.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Julia Sullivan, COUNTY JUDGE

Submitted By: Julia Sullivan, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Consideration and approval to grant the Health Department and HidalgoFit permission to partner with the American Cancer Society & Tobacco Prevention & Control Coalition in setting up an information booth from 8:30 a.m. to 11:30 a.m. on Monday, Nov. 16th at the Hidalgo County Courthouse in support of the Great American Smoke-Out Day which will be observed on Thursday, Nov. 19th

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/06/2015 08:16 AM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Julia Sullivan		Started On: 11/06/2015 07:19 AM
Final Approval Date: 11/06/2015		

AI-52142 **Executive Office** **11. F.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Erika Reyna, COUNTY JUDGE **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: COUNTY JUDGE

Information

CAPTION

1. Approval of Interlocal Cooperation Agreement between County of Hidalgo and Lower Rio Grande Valley Workforce Development Board
2. Approval of Hurricane Worksite Agreement and authorization from Commissioners Court for county representatives from the different worksites to sign agreements (all 4 precincts).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

From Interlocal:

Whereas, County of Hidalgo and Workforce Solutions desire to cooperate in the implementation
of the National Disclocated Worker Disaster Grant Project funded by the Department of Labor through the
Texas Workforce Commission...

Attachments

agreement
ICA
email
LEGAL
Agreement
backup
backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/05/2015 02:46 PM
Manuel Chapa	Manuel Chapa	11/06/2015 11:05 AM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM

Form Started By: Monica Badillo Started On: 11/05/2015 01:54 PM

Final Approval Date: 11/06/2015

HURRICANE WORKSITE AGREEMENT

This work site agreement shall begin upon signing and end on October 1, 2011. C2GPS, Managed and Operated by C2 Global Professional Services, LLC (C2GPS) is hereinafter referred to as the Worksite, agree to the following terms of this Agreement to be funded from the USDOL Employment and Training Administration Workforce Investment Act (WIA) Title 1 National Emergency Grant (NEG) covered under Federal Disaster Declaration FEMA.

The primary purpose of this Agreement is to identify and establish temporary jobs to assist in the clean-up, restoration and humanitarian efforts that are necessary as a direct result of recovery efforts associated with the Hurricane disaster and to fill those jobs with eligible individuals that have temporarily or permanently lost their regular job as a result of the disaster or cannot find work as a result of the disruption to business activities caused by Hurricane.

C2GPS will contract with Unique HR to provide the direct services and be employer-of-record for participants for the National Emergency Grant.

1. Program Overview:
This NEG program shall consist of temporary work, wherein a participant referred is given job functions to perform under guidance and supervision in accordance with the job description attached hereto. It is understood that no legal employer-employee relationship is created or exists between the worksite and the participant. In agreeing to provide direction and supervision of the participant, it is understood that this does not make C2GPS or its designee liable to the Worksite or any third party by reason of any future act or failure to act by any participant on or off the job.

2. Limitations on participation
The Worksite understands and agrees that no participant shall begin work until this Agreement is executed by the Worksite and C2GPS. Eligible individual workers may not work in temporary jobs under this grant for more than 1040 hours or earn more than $12,000.00 in wages, whichever occurs first. These limitations apply to individuals and not specific jobs. Unique HR will track the participant's hours and wages.

3. Recruitment
Recruitment and eligibility determinations will be the responsibility of C2GPS. Individuals determined to be eligible for this program will be referred to the Worksite by C2GPS.

4. Responsibilities of Worksite
The following are responsibilities of the Worksite. The Worksite accepts and agrees that it shall:

A. direct and supervise participants work activities in accordance with their job description(s), which is hereby incorporated by reference and made a part of this Agreement.
B. assure that it will have supervisory personnel who will act as work site supervisors for each of the Worksite's work sites so as to provide for continuous on-site supervision of participants.
C. assign worthwhile and meaningful work to participants during the entire time they are at the worksite.
D. require participants' conformance with the Worksite's Personnel Rules of Conduct.
E. orient and train their work site Supervisory personnel including any alternate staff directly responsible for the supervision of participants as to the Worksite's responsibilities and obligations under this Agreement.
F. notify C2GPS immediately of any temporary and/or ongoing changes in the designation of personnel who will be supervising the participant(s).
G. be accountable for maintaining Unique HR participant time sheets by keeping accurate work time attendance rosters, supervising the proper completion and signing of time sheets by each participant, certifying and signing participant time sheets if all the prior requirements are met, and submitting these timesheets to C2GPS as instructed.
H. ensure that all sites where participants will be assigned are sanitary and safe environments in accordance with health and safety standards established by State and Federal law.
I. ensure that all required safety supplies and equipment are used in the proper manner for the intended use.
J. conform to normal routines and functions befitting a reasonable business establishment, including, but not limited to, appropriate supervision on the premises at all times, displaying positive work habits, maintaining safe working conditions, and appropriate attire.

K. have an inclement weather plan for any approved positions that are required to work out of doors to ensure that alternative tasks can be performed inside during inclement weather.

L. inform Unique HR and C2GPS immediately should an accident or injury occur at the job site affecting or involving a participant and require the participant to complete a first report of injury form.

M. notify C2GPS by telephone of any problem or concern regarding a participant's performance at a work site as soon as possible, but at least within 24 hours of when the problem is identified.

N. not discriminate against any participant or potential participant because of race, color, religion, sex, national origin or disability.

O. ensure that participants receive fair and impartial treatment and that participants shall not be subjected to harassment of any type or form.

P. ensure that the following general conditions for temporary jobs shall be complied with:
   1) participants shall receive comparable working conditions and non-payroll benefits such as rest breaks, etc. as other employees;
   2) there shall be no displacement of regular employees nor replacement of laid-off workers by the temporary job participant(s); and
   3) there shall be no infringement of promotional opportunities for regular employees.

Q. not subcontract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the prior written approval of C2GPS.

R. implement administrative controls to ensure that costs for wages and other costs that the C2GPS is responsible for paying are not being paid by other federal, state, or local programs to eliminate the possibility of a duplication of funding.

S. maintain all records and files pertaining to the operation of this Agreement and any amendment hereto for three (3) years following expiration of this Agreement. Records and files shall include, but not be limited to, time and attendance sheets, supervisor assignments, this Agreement, etc.

T. will immediately advise Workforce Solution in writing of any actions, suits, claims or grievances filed against the Worksite, C2GPS, State of Texas, federal officials or participants that in any way relates to this Agreement.

5. Responsibilities of C2GPS

C2GPS accepts and agrees that it shall

A. assist the job site supervisor in resolving any problems concerning the participants' performance on the job by responding to the Worksite's notice.

B. hear all grievances concerning program participant's performance at the job site.

C. provide counseling and supportive services to participants as the need is identified.

D. be responsible for distributing participant paychecks dependent on Worksite's timely submission of properly certified time sheets.

E. be responsible for contracting with a third party to act as employer of record. This employer of record shall employ the participants, pay participant wages for all actual hours worked, and provide Workers' Compensation coverage for all participants.

6. Worksite Monitoring and Reporting

Worksite must determine and ensure that all temporary workers at all worksites are only performing disaster-related work activities. The Worksite shall notify C2GPS of any changes to the required work hours, job description, and/or if the disaster recovery work has been completed and the job needs to be ended.

7. C2GPS Monitoring

The Worksite shall allow Workforce, the Governor of the State of Texas, or any of its agents and/or subcontractors, and the US Department of Labor (DOL) to visit the Worksite's work sites, monitor the program, report problems, require corrective action within specified time periods or remove participants from work sites without prior notice other than a written notification to be delivered to the Worksite at the time of the removal. This action may be taken when C2GPS, Workforce Solutions, the Governor of the State of Texas, or DOL finds serious or continual violations of rules or laws, where violations are not being remedied, or where C2GPS, Workforce Solutions, the Governor of the State of Texas or DOL find noncompliance on any of the terms or conditions under this Agreement.

8. Prohibited Activities

A. Sectarian Activities: The Worksite assures that participants will not be employed in building, operating, or maintaining any part of any building, which is used for religious instruction or worship.

B. Collective Bargaining And Union Activities: The Worksite assures that this agreement will not impair existing contracts for services or collective bargaining agreement between the Worksite and other parties, nor will this agreement assist, promote or deter union organization.

C. Lobbying And Political Activities: The Worksite assures that this agreement will not assist with political or lobbying activities or the cost of any salaries or expenses related to any activity designed to influence legislation or appropriation pending before the Congress of the United States.

D. Relocation: Neither the execution nor performance of the Agreement will assist in, support or otherwise contribute to the relocation of the Worksite Employer's business.

9. Hold Harmless

Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

10. Changes to the Agreement

There shall be no modification or amendment of this Agreement, except in writing, executed with the same formalities as this instrument.

Requests for interpretations of the Agreement provisions shall be directed to the Employer on Record and must be in writing. No interpretations shall be official or binding upon the Worksite Employer unless it is received in written form.

11. Termination

This Agreement may be terminated as follows:

A. C2GPS or the Worksite may terminate the Agreement for convenience upon ten (10) calendar day prior written notice to the other party.

B. C2GPS may terminate this Agreement in whole or in part at any time if it is determined that:

1) the Worksite has failed to comply with any of the provisions contained in this Agreement or any Amendment hereto;

2) the Worksite fails to perform in whole or in part under this Agreement or fails to take corrective action after receiving oral or written requests to do so within an appropriate time period as may be stipulated by C2GPS; or

3) the United States Department of Labor or State of Texas fails to provide adequate funds, reduces, eliminates or otherwise terminates the program under which this Agreement is written.

12. Notice

Other than as provided herein, notice shall be required to be given to C2GPS under this Agreement, and shall be sufficient when hand delivered or mailed to C2GPS at its office at 3101 W. Business 83, McAllen, Texas, 78501. All notices required to be given to the Worksite under this Agreement shall be sufficient when hand delivered or mailed to the Worksite at its office located at the address identified in paragraph one, page one of this Agreement.

13. Controlling Laws

This agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Texas.

IN WITNESS THEREOF, the parties hereto having been duly authorized and representing that they have the power and authority to execute this Agreement and perform the responsibilities specified herein have made and executed this Agreement on the respective dates under each signature.

WORKSITE:

Starr County Pct #1
WORKSITE NAME

Jaime M. Alvarez
Name of Authorized Representative for Worksite

Date 10-04-10

C2GPS

Signature

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND THE LOWER RIO GRANDE VALLEY WORKFORCE DEVELOPMENT BOARD

THIS Agreement is made on the ____ day of _____ 2015, by and between the **COUNTY OF HIDALGO**, hereinafter referred to as "**County of Hidalgo**", and the **LOWER RIO GRANDE VALLEY WORKFORCE DEVELOPMENT BOARD**, hereinafter referred to as "**Workforce Solutions**" as follows:

WITNESSETH:

WHEREAS, **County of Hidalgo** is a county in Texas;

WHEREAS, Workforce Solutions is a Local Workforce Development Board created under Tex. Gov't. Code Section 2308.253 and is a state agency as defined in Tex. Gov't. Code Section 771.002(1) (C);

WHEREAS, **County of Hidalgo** and **Workforce Solutions** desire to cooperate in the implementation of the **NATIONAL DISLOCATED WORKER DISASTER GRANT PROJECT** funded by the Department Of Labor through the Texas Workforce Commission under the Workforce Innovation and Opportunity Act (WIOA) National Dislocated Worker (NDW) Disaster to assist affected Local Workforce Development Areas (workforce areas) in providing services to individuals affected by severe storms in the affected Lower Rio Grande Valley Local Workforce Development Board area as provided in Federal Emergency Management Agency (FEMA) disaster declaration FEMA-4223-DR, as amended. The Grant shall provide temporary employment opportunities to assist with cleanup and recovery efforts in communities impacted by severe storms in the Board area. NDWs are WIOA dislocated worker discretionary funds awarded to states by the U.S. Secretary of Labor in response to a natural disaster or other circumstances. NDW funds supplement local recovery efforts through a Temporary Jobs program that places dislocated workers in subsidized employment opportunities assisting in their communities' recovery efforts.

WHEREAS, County of Hidalgo and **Workforce Solutions** are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq and the Interagency Cooperation, Texas Government Code Section 771.001, et seq. respectively

NOW, THEREFORE, County of Hidalgo and **Workforce Solutions**, in consideration of the mutual covenants expressed hereinafter, agree as follows:

The parties agree to accept and adopt the Statement of Work attached hereto as Attachment A "Hidalgo County Recovery Efforts Plan" inclusive of Worksite Agreements for each Hidalgo County Precinct.

1. The term of this Agreement shall be from the _____ day of _____, 2015 through June 30, 2016.

2. **Workforce Solutions** through its Contractor for Management and Operations of its Workforce Solutions Centers, **C2 Global Professional Services, LLC** will refer eligible individuals to fill the temporary jobs based on the Hidalgo County Recovery Efforts Plan.

3. **C2 Global Professional Services, LLC** will:

- Determine eligibility of applicants according to the requirements of the NDW Grant
- Refer to Hidalgo County Precincts
- Provide necessary work/safety equipment to each worker
- Provide project orientations to each worker
- Provide and maintain timesheets for hours worked by each worker
- Issue payment for wages for hours work directly to each worker
- Provide designated Precinct staff with information related to workers
- Address personnel and/or job performance issues that may occur

4. **County Of Hidalgo** will:

- designate contact persons for each Precinct
- coordinate with Workforce Solutions and C2 Global Professional Services, LLC on establishment of an implementation plan and referral procedure
- provide orientations, supervision and necessary reports as requested
- maintain records on worker's work schedules
- assist in resolving personnel issues and/or job performance issues that may occur

- agree to cooperate with any monitoring of the project by Workforce Solutions or other designated entity
- authorize the execution of worksite agreements between precincts and C2 Global Professional Services, LLC.

5. **Conflict of Interest.** Conflict of Interest shall be avoided by both parties in compliance with 20 CFR Part 627.420(c) for all issues within this Agreement. No Director of the WFS Board shall cast a vote on, nor participate in any decision related to the provision of services by such Director (or any organization which that Director directly represents), nor on any matter which would provide direct financial benefit to that Director. No employee, member or subcontractor of the Board, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall participate in any Board decision relating to this Agreement which may affect his/her personal pecuniary interest.

6. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

9. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **Workforce Solutions, COUNTY OF HIDALGO** and **Hidalgo County Community Services Agency** and not otherwise.

10. **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.

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

If to Workforce Solutions:

3101 W. Business 83
McAllen, Texas 78501

If to County:

If to Hidalgo County

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

12. **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.

13. **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.

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

15. **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.

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

17. **Authority to Execute.** The execution and performance of this Agreement by the parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **Workforce Solutions**, the **County of Hidalgo** and the **Hidalgo County Community Services**

Agency in accordance with its terms.

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

19. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code.

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

COUNTY OF HIDALGO

_____

WORKFORCE SOLUTIONS

_____

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

Fwd: Workforce Solutions Agreements for Tuesday's Agenda

From : Erika Reyna <erika.reyna@co.hidalgo.tx.us> Thu, Nov 05, 2015 11:00 AM
Subject : Fwd: Workforce Solutions Agreements for Tuesday's Agenda 2 attachments
To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>
Cc : valde guerra <valde.guerra@co.hidalgo.tx.us>

Good morning Monica,

We met with Mr. Guerra yesterday on this item and discussed having them on the Agenda for this coming Tuesday. Would you be able to place the attached agreements on the Agenda under Executive Office? The interlocal should just be the regular approval of interlocal item. The Worksite Agreement, we need authorization from Commissioners Court for county representatives from the different worksites to sign these agreements (all 4 precincts).

Fyi, Workforce representatives will be at Court Tuesday for this item. Thanks,

Erika Reyna-Velazquez
Director of Special Projects

Hidalgo County Judge's Office
100 E Cano St, Ste 201
Edinburg, TX 78539

Tel: 956.318.2600
Email: erika.reyna@co.hidalgo.tx.us

From: "Erika Reyna" <erika.reyna@co.hidalgo.tx.us>
To: "victor garza" <victor.garza@da.co.hidalgo.tx.us>
Cc: "Josephine Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>, "valde guerra" <valde.guerra@co.hidalgo.tx.us>, "Sandra De Leon" <sandra.deleon@co.hidalgo.tx.us>
Sent: Thursday, November 5, 2015 10:49:08 AM
Subject: Workforce Solutions Agreements for Tuesday's Agenda

Good morning Victor,
Following up on yesterday's meeting, attached please find the agreements provided by Workforce Solutions for the Court's consideration. Fyi, the Worksite Agreement's last page is signed by a different entity (I will be asking Workforce to send a blank signature page). Please let me know if you have any questions or concerns. Thanks,

Erika Reyna-Velazquez
Director of Special Projects

Hidalgo County Judge's Office
100 E Cano St, Ste 201
Edinburg, TX 78539

Tel: 956.318.2600
Email: erika.reyna@co.hidalgo.tx.us

Interlocal Cooperation Agreement - Draft 11.4.15.pdf
336 KB

Worksite Agreement - Draft 11.4.15.pdf
278 KB

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

Re: Workforce Solutions Agreement

From : Erika Reyna <erika.reyna@co.hidalgo.tx.us> Fri, Nov 06, 2015 02:47 PM

Subject : Re: Workforce Solutions Agreement

To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Cc : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, Monica Badillo <monica.badillo@co.hidalgo.tx.us>, Valde Guerra <valde.guerra@co.hidalgo.tx.us>

Thank you Victor, will forward the Word version of the Worksite Agreement as soon as Workforce Solutions sends it.

Erika Reyna-Velazquez
Director of Special Projects

Hidalgo County Judge's Office
100 E Cano St, Ste 201
Edinburg, TX 78539

Tel: 956.318.2600
Email: erika.reyna@co.hidalgo.tx.us

From: "Victor M. Garza" <victor.garza@da.co.hidalgo.tx.us>
To: "Erika Reyna" <erika.reyna@co.hidalgo.tx.us>
Cc: "Josephine Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>, "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>, "Valde Guerra" <valde.guerra@co.hidalgo.tx.us>
Sent: Friday, November 6, 2015 2:22:09 PM
Subject: Workforce Solutions Agreement

Ms. Reyna,

As per our discussion. Our office has reviewed the Interlocal Agreement and the Worksite Agreement between Hidalgo County and the Workforce Development Board. At this time our office approves as to the form of the Interlocal Agreement.

We have recommended changes as to the Worksite Agreement, and are requesting a format by which we include proposed changes.

Respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas

100 N. Closner RM 303
Edinburg, Texas 78539
(956) 292-7609 EXT. 8185
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

****
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
****

National Dislocated Worker Disaster Grant Project
WORKSITE AGREEMENT
Between the
WORKFORCE SOLUTIONS.
And

This work site agreement shall begin upon signing and end on June, 2016. **Workforce Solutions, managed by C2 Global Professional Services, LLC (C2GPS)**, and _____ whose address is _____ hereinafter referred to as the Agency, agree to the following terms of this Agreement to be funded from the USDOL Employment and Training Administration Workforce Innovation and Opportunity Act (WIOA) Title 1 National Emergency Grant (NEG) covered under Federal Disaster Declaration FEMA-4223-DR.

The primary purpose of this Agreement is to identify and establish temporary jobs to assist in the clean-up, restoration and humanitarian efforts that are necessary as a direct result of recovery efforts associated with the rain events that have led to a Disaster Declaration for Hidalgo County and to fill those jobs with eligible individuals that have temporarily or permanently lost their regular job as a result of the disaster or cannot find work as a result of the disruption to business activities caused by rain events.

Workforce Solutions will contract with Unique HR to provide the direct services and be employer-of-record for participants for the National Emergency Grant.

1. Program Overview:

This National Dislocation Worker Disaster Grant (NDW) program shall consist of temporary work, wherein a participant referred by Workforce Solutions to the Agency is given job functions to perform under the guidance and supervision of the Agency in accordance with the job description attached hereto. It is understood by Workforce Solutions and the Agency that no legal employer-employee relationship is created or exists between the Agency and the participant. In agreeing to provide direction and supervision of the participant, the Agency understands that this does not make Workforce Solutions or its designee liable to the Agency or any third party by reason of any future act or failure to act by any participant on or off the job.

2. Limitations on participation

The Agency understands and agrees that no participant shall begin work until this Agreement is executed by the Agency and Workforce Solutions. Eligible individual workers may not work in temporary jobs under this grant for more than 1386 hours or earn more than $19,320.84 in wages, whichever occurs first. These limitations apply to individuals and not specific jobs. Unique will track the participant's hours and wages.

3. Recruitment and Selection

Recruitment and eligibility determinations will be the responsibility of Workforce Solutions. Individuals determined to be eligible for this program will be referred to the Worksite by Workforce Solutions.

4. Responsibilities of Agency

The following are responsibilities of the Agency. The Agency accepts and agrees that it shall:

A. direct and supervise participants work activities in accordance with their job description(s), which is hereby incorporated by reference and made a part of this Agreement.
B. assure that it will have supervisory personnel who will act as work site supervisors for each of the Agency's work sites so as to provide for continuous on-site supervision of participants.
C. assign worthwhile and meaningful work to participants during the entire time they are at the worksite.
D. require participants' conformance with the Agency's Personnel Rules of Conduct.
E. orient and train their work site Supervisory personnel including any alternate staff directly responsible for the supervision of participants as to the Agency's responsibilities and obligations under this Agreement.
F. notify Workforce Solutions immediately of any temporary and/or ongoing changes in the designation of personnel who will be supervising the participant(s).
G. be accountable for maintaining Unique HR participant time sheets by keeping accurate work time attendance rosters, supervising the proper completion and signing of time sheets by each participant, certifying and signing

participant time sheets if all the prior requirements are met, and submitting these timesheets to Workforce Solutions as instructed.

H. ensure that all sites where participants will be assigned are sanitary and safe environments in accordance with health and safety standards established by State and Federal law.

I. ensure that all required safety supplies and equipment are used in the proper manner for the intended use.

J. conform to normal routines and functions befitting a reasonable business establishment, including, but not limited to, appropriate supervision on the premises at all times, displaying positive work habits, maintaining safe working conditions, and appropriate attire.

K. have an inclement weather plan for any approved positions that are required to work out of doors to ensure that alternative tasks can be performed inside during inclement weather.

L. inform Unique HR and Workforce Solutions immediately should an accident or injury occur at the job site affecting or involving a participant and require the participant to complete a first report of injury form.

M. notify Workforce Solutions by telephone of any problem or concern regarding a participant's performance at a work site as soon as possible, but at least within 24 hours of when the problem is identified.

N. not discriminate against any participant or potential participant because of race, color, religion, sex, national origin or disability.

O. ensure that participants receive fair and impartial treatment and that participants shall not be subjected to harassment of any type or form.

P. ensure that the following general conditions for temporary jobs shall be complied with:

1) participants shall receive comparable working conditions and non-payroll benefits such as rest breaks, etc. as other employees;
2) there shall be no displacement of regular employees nor replacement of laid-off workers by the temporary job participant(s); and
3) there shall be no infringement of promotional opportunities for regular employees.

Q. not subcontract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the prior written approval of Workforce Solutions.

R. implement administrative controls to ensure that costs for wages and other costs that the Workforce Solutions is responsible for paying are not being paid by other federal, state, or local programs to eliminate the possibility of a duplication of funding.

S. maintain all records and files pertaining to the operation of this Agreement and any amendment hereto for three (3) years following expiration of this Agreement. Records and files shall include, but not be limited to, time and attendance sheets, supervisor assignments, this Agreement, etc.

T. will immediately advise Workforce Solution in writing of any actions, suits, claims or grievances filed against the Agency, Workforce Solutions, State of Texas, federal officials or participants that in any way relates to this Agreement.

5. Responsibilities of Workforce Solutions

Workforce Solutions, or its designee C2GPS, accepts and agrees that it shall

A. assist the job site supervisor in resolving any problems concerning the participants' performance on the job by responding to the Agency's notice.
B. hear all grievances concerning program participant's performance at the job site.
C. provide counseling and supportive services to participants as the need is identified.
D. be responsible for distributing participant paychecks dependent on Agency's timely submission of properly certified time sheets.
E. be responsible for contracting with a third party to act as employer of record. This employer of record shall employ the participants, pay participant wages for all actual hours worked, and provide Workers' Compensation coverage for all participants.

6. Agency Monitoring and Reporting

Agency must determine and ensure that all temporary workers at all worksites are only performing disaster-related work activities. The Agency shall notify Workforce Solutions of any changes to the required work hours, job description, and/or if the disaster recovery work has been completed and the job needs to be ended.

7. Workforce Solutions Monitoring

The Agency shall allow Workforce, the Governor of the State of Texas, or any of its agents and/or subcontractors, and the US Department of Labor (DOL) to visit the Agency's work sites, monitor the program, report problems, require corrective action within specified time periods or remove participants from work sites without prior notice other than a written notification to be delivered to the Agency at the time of

the removal. This action may be taken when Workforce Solutions, the Governor of the State of Texas, or DOL finds serious or continual violations of rules or laws, where violations are not being remedied, or where Workforce Solutions, the Governor of the State of Texas or DOL find noncompliance on any of the terms or conditions under this Agreement.

8. Prohibited Activities

A. Sectarian Activities: The Agency assures that participants will not be employed in building, operating, or maintaining any part of any building, which is used for religious instruction or worship.

B. Collective Bargaining And Union Activities: The Agency assures that this agreement will not impair existing contracts for services or collective bargaining agreement between the Agency and other parties, nor will this agreement assist, promote or deter union organization.

C. Lobbying And Political Activities: The Agency assures that this agreement will not assist with political or lobbying activities or the cost of any salaries or expenses related to any activity designed to influence legislation or appropriation pending before the Congress of the United States.

D. Relocation: Neither the execution nor performance of the Agreement will assist in, support or otherwise contribute to the relocation of the Worksite Employer's business.

9. Hold Harmless

Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

10. Changes to the Agreement

There shall be no modification or amendment of this Agreement, except in writing, executed with the same formalities as this instrument.

Requests for interpretations of the Agreement provisions shall be directed to the Employer on Record and must be in writing. No interpretations shall be official or binding upon the Worksite Employer unless it is received in written form.

11. Termination

This Agreement may be terminated as follows:

A. Workforce Solutions or the Agency may terminate the Agreement for convenience upon thirty (30) calendar day prior written notice to the other party.

B. Workforce Solutions may terminate this Agreement in whole or in part at any time if it is determined that:

1) the Agency has failed to comply with any of the provisions contained in this Agreement or any Amendment hereto;

2) the Agency fails to perform in whole or in part under this Agreement or fails to take corrective action after receiving oral or written requests to do so within an appropriate time period as may be stipulated by Workforce Solutions; or

3) the United States Department of Labor or State of Texas fails to provide adequate funds, reduces, eliminates or otherwise terminates the program under which this Agreement is written.

12. Notice

Other than as provided herein, notice shall be required to be given to Workforce Solutions under this Agreement, and shall be sufficient when hand delivered or mailed to Workforce Solutions at its office at 3101 W. Business 83, McAllen, TX, 78501. All notices required to be given to the Agency under this Agreement shall be sufficient when hand delivered or mailed to the Agency at its office located at the address identified in paragraph one, page one of this Agreement.

13. Controlling Laws

This agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Texas.

IN WITNESS THEREOF, the parties hereto having been duly authorized and representing that they have the power and authority to execute this Agreement and perform the responsibilities specified herein have made and executed this Agreement on the respective dates under each signature.

AGENCY:	WORKFORCE SOLUTIONS
Signature	Signature
Name	Name
Title	Title
Date	Date
Federal ID #	Workforce Solutions Contact
Contact Name	Typed Title
Phone number	Phone number
Fax number	Fax number
Email address	Email address

Hidalgo County Commissioners' Court

Ramon Garcia
County Judge

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

Eduardo "Eddie" Cantu
Commissioner, Precinct 2

Joe M. Flores
Commissioner, Precinct 3

Joseph Palacios
Commissioner, Precinct 4

Executive Office

Valde Guerra
Executive Officer

2818 S. Business Hwy 281
Edinburg, Texas 78539

(956) 292-7655 | **P**
(956) 292-7034 | **F**
www.co.hidalgo.tx.us | **W**

June 25, 2015

Mr. Francisco Almaraz, Chief Executive Officer
Workforce Solutions
3101 W. Business 83
McAllen, TX 78501

Re: Hidalgo County Request to Workforce Solutions for Recovery Efforts

Dear Mr. Almaraz:

Hidalgo County greatly appreciates Workforce Solutions' assistance for recovery and cleanup efforts following the recent rain events that have led to a Disaster Declaration for Hidalgo County. The assistance you and the United States Department of Labor have offered will help expedite the County's recovery efforts and provide relief to many of our families. If awarded temporary assistance, Hidalgo County would require positions to assist with the following: debris removal, road maintenance – pothole patching, road side ditch cleaning, excavation, culvert cleaning, reconstruction of roads, mowing, etc, and heavy equipment and truck drivers.

Attached please find the details of Hidalgo County's request. Should you have any questions please feel free to contact me at (956) 292-7655 or valde.guerra@co.hidalgo.tx.us.

NUMBER OF POSITIONS REQUESTED	TITLE	SQUARE MILES THAT WILL BE COVERED	DEPARTMENT FOR PLACEMENT	JOB DESCRIPTION	COUNTY SALARY RANGE
5	Truck Drivers	639	Precinct 4	Please see attached	$29,000 - $29,676 annually
5	Heavy Equipment Operators	639	Precinct 4	Please see attached	$22,000 - $23, 015 annually
30	Maintenance Workers	639	Precinct 4	Please see attached	$23,015 – 28,537 annually

Hidalgo County Commissioners' Court

Ramon Garcia
County Judge

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

Eduardo "Eddie" Cantu
Commissioner, Precinct 2

Joe M. Flores
Commissioner, Precinct 3

Joseph Palacios
Commissioner, Precinct 4

Executive Office

Valde Guerra
Executive Officer

2818 S. Business Hwy 281
Edinburg, Texas 78539

(956) 292-7655 | **P**
(956) 292-7034 | **F**
www.co.hidalgo.tx.us | **W**

NUMBER OF POSITIONS REQUESTED	TITLE	SQUARE MILES THAT WILL BE COVERED	DEPARTMENT FOR PLACEMENT	JOB DESCRIPTION	COUNTY SALARY RANGE
12	Maintenance Workers	400	Precinct 1 Road Maintenance Department	Please see attached	$23,015 – 28,537 annually
6	Maintenance Workers	400	Precinct 1 Sanitation Department	Please see attached	$23,015 – 28,537 annually
2	Truck Drivers	400	Precinct 1	Please see attached	$29,000 - $29,676 annually
15	Maintenance Workers	500	Precinct 3	Please see attached	$23,015 – 28,537 annually
8	Maintenance Workers	121	Precinct 2	Please see attached	$23,015 – 28,537 annually
2	Heavy Equipment Operators	121	Precinct 2	Please see attached	$22,000 - $23, 015 annually
Total Positions Requested: 85					

Again, thank you very much for your assistance!

Sincerely,

Valde Guerra
County Executive Officer

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND THE LOWER RIO GRANDE VALLEY WORKFORCE DEVELOPMENT BOARD

THIS Agreement is made on the ____ day of _____ 2015, by and between the **COUNTY OF HIDALGO**, hereinafter referred to as "**County of Hidalgo**", and the **LOWER RIO GRANDE VALLEY WORKFORCE DEVELOPMENT BOARD**, hereinafter referred to as "**Workforce Solutions**" as follows:

WITNESSETH:

WHEREAS, **County of Hidalgo** is a county in Texas;

WHEREAS, Workforce Solutions is a Local Workforce Development Board created under Tex. Gov't. Code Section 2308.253 and is a state agency as defined in Tex. Gov't. Code Section 771.002(1) (C);

WHEREAS, **County of Hidalgo** and **Workforce Solutions** desire to cooperate in the implementation of the **NATIONAL DISLOCATED WORKER DISASTER GRANT PROJECT** funded by the Department Of Labor through the Texas Workforce Commission under the Workforce Innovation and Opportunity Act (WIOA) National Dislocated Worker (NDW) Disaster to assist affected Local Workforce Development Areas (workforce areas) in providing services to individuals affected by severe storms in the affected Lower Rio Grande Valley Local Workforce Development Board area as provided in Federal Emergency Management Agency (FEMA) disaster declaration FEMA-4223-DR, as amended. The Grant shall provide temporary employment opportunities to assist with cleanup and recovery efforts in communities impacted by severe storms in the Board area. NDWs are WIOA dislocated worker discretionary funds awarded to states by the U.S. Secretary of Labor in response to a natural disaster or other circumstances. NDW funds supplement local recovery efforts through a Temporary Jobs program that places dislocated workers in subsidized employment opportunities assisting in their communities' recovery efforts.

WHEREAS, County of Hidalgo and **Workforce Solutions** are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq and the Interagency Cooperation, Texas Government Code Section 771.001, et seq. respectively

NOW, THEREFORE, County of Hidalgo and **Workforce Solutions**, in consideration of the mutual covenants expressed hereinafter, agree as follows:

The parties agree to accept and adopt the Statement of Work attached hereto as Attachment A "Hidalgo County Recovery Efforts Plan" inclusive of Worksite Agreements for each Hidalgo County Precinct.

1. The term of this Agreement shall be from the _____ day of _____, 2015 through June 30, 2016.

2. **Workforce Solutions** through its Contractor for Management and Operations of its Workforce Solutions Centers, **C2 Global Professional Services, LLC** will refer eligible individuals to fill the temporary jobs based on the Hidalgo County Recovery Efforts Plan.

3. **C2 Global Professional Services, LLC** will:

- Determine eligibility of applicants according to the requirements of the NDW Grant
- Refer to Hidalgo County Precincts
- Provide necessary work/safety equipment to each worker
- Provide project orientations to each worker
- Provide and maintain timesheets for hours worked by each worker
- Issue payment for wages for hours work directly to each worker
- Provide designated Precinct staff with information related to workers
- Address personnel and/or job performance issues that may occur

4. **County Of Hidalgo** will:

- designate contact persons for each Precinct
- coordinate with Workforce Solutions and C2 Global Professional Services, LLC on establishment of an implementation plan and referral procedure
- provide orientations, supervision and necessary reports as requested
- maintain records on worker's work schedules
- assist in resolving personnel issues and/or job performance issues that may occur

- agree to cooperate with any monitoring of the project by Workforce Solutions or other designated entity
- authorize the execution of worksite agreements between precincts and C2 Global Professional Services, LLC.

5. **Conflict of Interest.** Conflict of Interest shall be avoided by both parties in compliance with 20 CFR Part 627.420(c) for all issues within this Agreement. No Director of the WFS Board shall cast a vote on, nor participate in any decision related to the provision of services by such Director (or any organization which that Director directly represents), nor on any matter which would provide direct financial benefit to that Director. No employee, member or subcontractor of the Board, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall participate in any Board decision relating to this Agreement which may affect his/her personal pecuniary interest.

6. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

9. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **Workforce Solutions, COUNTY OF HIDALGO** and **Hidalgo County Community Services Agency** and not otherwise.

10. **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.

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

If to Workforce Solutions:

3101 W. Business 83
McAllen, Texas 78501

If to County:

If to Hidalgo County

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

12. **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.

13. **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.

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

15. **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.

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

17. **Authority to Execute.** The execution and performance of this Agreement by the parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **Workforce Solutions**, the **County of Hidalgo** and the **Hidalgo County Community Services**

Agency in accordance with its terms.

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

19. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code.

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

COUNTY OF HIDALGO

_____

WORKFORCE SOLUTIONS

_____

AI-52060 **Executive Office** **11. G.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Facilities Management:
Approval of credit application and agreement with Crawford Electric Supply Company, Inc. in order to purchase electrical supplies for County Buildings and authorize Valde Guerra, County Executive Officer to sign document(s)

BACKGROUND

Fiscal Impact

Attachments

credit app
LEGAL

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/03/2015 11:14 AM
Glinda Pacheco	Glinda Pacheco	11/04/2015 01:51 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM

Form Started By: Monica Badillo Started On: 11/02/2015 08:21 AM
Final Approval Date: 11/06/2015

Crawford

Application for Credit

DATE:
SALES REP:
CRAWFORD LOCATION:

Purchaser requests that Crawford Electric Supply Co., Inc. (CRAWFORD) extend credit to Purchaser to buy merchandise. Purchaser verifies that the following information is true and accurate, and Purchaser knows that CRAWFORD will rely on the information in its determination of whether credit should be extended. Purchaser promises to pay for all credit purchases according to the Terms and Conditions of Credit Sale (on back).

Business Name (Purchaser): Hidalgo County Facilities Management Tel # (956) 289-7850 Fax # (956) 318-2648

Mailing Address: P.O. Box 1356 City: Edinburg State: TX Zip: 78539

Street Address: 3100 S. Bus. 281 Suit D City: Edinburg State: TX Zip: 78539

Business Structure: ◯ Sole Proprietorship ◯ Partnership ◯ Corporation ◉ Government ◯ LLC

Date Business Established: _____ Federal Tax I.D.# 74-6000-717

Type of Business: GOVERNMENT Number of Employees: 100

Name of Principals	Home Address	Telephone #	Soc Sec # & D.L. #	Email Address

Local Trade References and Bank

Name	Complete Address	Telephone #	Fax #
1.		( )	( )
2.		( )	( )
3.		( )	( )

Bank Names: _____ Branch: _____ Tel # ( ) _____ Fax # ( ) _____

Date Account Opened: _____ Acct#: _____ Officer _____

Are your purchases exempt from sales tax? If yes, a copy of the Resale Tax Certificate must accompany this credit application.	◉ Yes	◯ No
Do you prefer a purchase order number on invoices/packing slips?	◉ Yes	◯ No
Do you prefer prices on bills of lading/packing slips?	◉ Yes	◯ No
Do you prefer multiple invoice copies? If yes, how many would you prefer? _____	◯ Yes	◉ No
Do you request the invoices emailed to your accounts payable office? If yes, please provide the email address. _____	◯ Yes	◉ No

You expressly agree and understand that regardless of your answers to the immediate four questions, CRAWFORD is not required under the terms of this application of credit to provide you with purchase orders, prices on bills of lading/packing slips, multiple invoice copies or invoices emailed, but that CRAWFORD will attempt to provide such merely as a courtesy. You further agree and understand that you are not excused from paying for material purchased from CRAWFORD in the event that CRAWFORD fails to extend this courtesy.

Terms and Conditions of Credit Sale on Back

Crawford Electric Supply Co., Inc.
Terms and Conditions of Credit Sale

The Purchaser hereby acknowledges that, in the event that Crawford Electric Supply Company, Inc. (CRAWFORD) in its sole discretion, grants credit to Purchaser, Purchaser intends to purchase merchandise from CRAWFORD and intends to continue to make intermittent purchases. The following terms and conditions will govern such purchases:

1. All orders are subject to acceptance by CRAWFORD in its sole discretion;
2. Prices are subject to change without notice, unless otherwise stated;
3. All payments on account must be made within the terms stated on each invoice;
4. Accounts immediately become past due if not paid within the term stated on the invoice;
5. CRAWFORD will charge a service charge of 1.5% per month (18.0% per annum), or the maximum legal rate, whichever is less. The service charge will be assessed on the past due portion of the account. In the event that outside collection efforts are necessary, the undersigned hereby agrees to pay all collection costs, disbursements, expenses, and attorney's fees incurred by CRAWFORD;
6. Purchaser agrees to pay all taxes unless a Resale Tax Certificate is supplied to CRAWFORD, and Purchaser acknowledges that the prices quoted do not include any taxes;
7. Purchaser acknowledges that all claims for shortages (other than those lost in transit) must be made in writing within five (5) days after receipt of shipment, or any claim for shortages is waived;
8. Purchaser agrees that Purchaser's receipt of any invoice setting forth the amount owed to CRAWFORD accurately represents Purchaser's account stated regarding said invoice unless, within thirty (30) days of receipt of the invoice, Purchaser objects to the invoice in writing and said written objection is delivered to CRAWFORD, or such claim will be waived;
9. CRAWFORD shall not be held responsible or held liable for damages resulting from causes beyond its control or caused by fire, flood, accidents, delay in transit, labor difficulty, inability of our normal sources of supply to ship, any law, act or regulation of any government body;
10. Products sold by CRAWFORD are warranted only to the extent of any applicable manufacturer's warranty;
11. CRAWFORD reserves the right to limit or deny the extension of credit to Purchaser at its sole discretion and without recourse to the Purchaser and without notice to the Purchaser;
12. Purchaser acknowledges that Purchaser may or may not issue signed purchase orders and authorizes CRAWFORD to take orders verbally, via telephone, by facsimile or computer transmission and to act upon such orders as if a signed P.O. was issued;
13. If Purchaser does not pay the balance when due or breaches any other terms of the Credit Application, CRAWFORD may demand the entire unpaid balance to be paid immediately and as provided by law, commence any legal action for collection of the balance due;
14. Purchaser shall indemnify and hold harmless CRAWFORD against all damage resulting from liabilities incurred to Purchaser or to any third party as a result of Purchaser's order of material from CRAWFORD;
15. Upon notice from CRAWFORD, in its sole discretion, Purchaser shall permit payments to CRAWFORD by way of joint check and Purchaser agrees to take all actions necessary to effectuate payment by joint check;
16. Purchaser's payment to CRAWFORD shall constitute a waiver of claims by the Purchaser, except those previously made in writing and identified by Purchaser as unsettled at the time of payment.

Terms or conditions of any purchase order or other form issued by the purchaser, which are in addition to, modify or are inconsistent with the CRAWFORD's Terms and Conditions will not be binding upon CRAWFORD unless agreed to in a separate writing executed by an officer of CRAWFORD.

Purchaser hereby authorizes the bank(s) and/or supplier(s) named on this Application to release any and all information to CRAWFORD with regard to the financial condition, credit history, account balances and the like to CRAWFORD. A copy of this Authorization shall be as valid as the original.

Name of Firm: Hidalgo County Facilities Management

Date Signed: _____ _____

By: _____ Print Name: _____

Title: _____

For good consideration, and as an inducement for Crawford Electric Supply Company to extend credit, it is hereby agreed that the undersigned does personally guaranty the prompt, punctual and full payment of all monies owed on the open account.

By: _____

GUARANTOR'S SIGNATURE NAME (PLEASE PRINT) DRIVER'S LICENSE NO.

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

Crawford Application

From : Erin D. Thorn <erin.thorn@da.co.hidalgo.tx.us> Fri, Nov 06, 2015 01:34 PM

Subject : Crawford Application

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

Cc : victor garza <victor.garza@da.co.hidalgo.tx.us>

Hello Monica,

Victor asked me to review the Crawford Application for Credit.

I have reviewed the application, and our office approves as to form.

Please do not hesitate to reach out to me with any further questions or concerns.

Best,

Erin D. Thorn
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 292-7609 EXT. 8182
(956) 318-2079 FAX
erin.thorn@da.co.hidalgo.tx.us

****
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****

AI-52067 **Executive Office** **11. H.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Chubb Group of Insurance Companies in the amount of $35,353.62 for property damages sustained during the rain event from May 12, 2015 through May 15, 2015. (Sheriff Office)

BACKGROUND

DOI: May 12, 2015 through May 15, 2015 Acct #: 5-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-360-00-000-005-0-000

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

BUDGETARY IMPACT:

settlement check will be deposited at the Co. Treasurer's Office after CC approval.

Attachments

Chubb Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/03/2015 11:18 AM
Ivan Cantu	Ivan Cantu	11/04/2015 11:15 AM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Aida Alvarez		Started On: 11/02/2015 11:29 AM
Final Approval Date: 11/06/2015		

CHUBB GROUP OF INSURANCE COMPANIES
PO BOX 42065,
Phoenix, AZ 85080-2065

Payment Summary

Claim Ref #:	040515032700
Policy:	000035834670
Occurence:	000033
Date of Loss:	05/12/2015
SSN#/TIN#:	XXXXX
Payee:	THE COUNTY OF HIDALGO, TX

Page:	1 of 1
Check Number:	1558993
Print Date:	10/23/2015
Issue Date:	10/23/2015

Insured: Hidalgo County

DATE	CLAIMANT	DESCRIPTION	AMOUNT
		Building Damage	9,967.40
		Other Misc. Building Cove	25,386.22

ATTACHMENTS

CHECK TOTAL: 35,353.62

Comments:

Claim Representative: ANDREA LOZANO

Phone: (800)252-4670

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.

FEDERAL INSURANCE COMPANY
PO BOX 42065,
Phoenix, AZ 85080-2065

Claim Ref #: 040515032700

Check Number **1558993** 64-1278
Date 10/23/2015 0611

BANK OF AMERICA
ATLANTA, GA

PAY Thirty Five Thousand Three Hundred Fifty Three Dollars And 62/100 ¢ $***35,353.62

TO THE ORDER OF **THE COUNTY OF HIDALGO, TX**

Hidalgo County
9805 North 10th St
Attn: Roy Quintanilha
McAllen, TX 78504

AUTHORIZED SIGNATURE

IN SETTLEMENT OF BUILDING AND OTHER STRUCTURES / LESS THE $25,000 DEDUCTIBLE (F)

VOID VOID VOID

CHUBB GROUP OF INSURANCE COMPANIES

STATEMENT OF LOSS

		VALUE	LOSS	CLAIM
Insured: Hidalgo County				
Cause: Hail				
Claim No: 040515032700				
Building Coverage Limit		**$ 229,098,497.00**		
Admin, Alpha/Bravo, Charlie Visitation	$ 9,967.40			
Central Fence & Supply	$ 1,150.00			
Sheriff Dept. Gas Pump Canopy	$ 49,236.22			
Total Building Loss	**$ 60,353.62**		**$ 60,353.62**	
Less Deductible	($25,000.00)			
Less Prior Payments	$ -			
Balance Due	**$ 35,353.62**			**$ 35,353.62**
Total Value, Loss, Claim		**$ 229,098,497.00**	**$ 60,353.62**	**$ 35,353.62**

AI-52034 **Other** **12. A.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: David Sinder, INDIGENT DEFENSE

Submitted By: David Sinder, INDIGENT DEFENSE

Department: INDIGENT DEFENSE

Information

CAPTION

Requesting approval to submit application for FY2016 Indigent Defense Formula Grant

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/29/2015 02:17 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM

Form Started By: David Sinder Started On: 10/29/2015 01:54 PM

Final Approval Date: 11/06/2015

2016 Hidalgo County Resolution
Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Hidalgo County Commissioners Court has agreed that in the event of loss or misuse of the funds, Hidalgo County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____day of_____, 2015.

_____

Ramon Garcia
County Judge

Attest:

_____

County Clerk

2016 Hidalgo County Formula Grant Program Application Confirmation

County:	Hidalgo
Fiscal Year:	2016
Confirmation Number:	201610820151026
Projected Allocation:	To Be Determined
County's FY01 Baseline:	$2,076,345.00
State Payee Identification number:	74-6000717
Division or unit within the county to administer the grant:	Court Administration
Official County Mailing Address:	100 N. Closner Edinburg, TX 78539

The County Judge is **Ramon Garcia.**

The Financial Officer is the County Auditor, **Raymundo Eufracio.**

The Local Administrative District Judge is **Bobby Flores.**

The Local Administrative Statutory County Court Judge is **Rodolfo Gonzalez.**

The Chairman of the Juvenile Board is **Mario E. Ramirez, Jr..**

Indigent Defense Plan Review Summary

District Plan	County Plan	Juvenile Board Plan
Not Complete	Not Complete	Complete

Indigent Defense plans must be submitted by November 1 for the Biennial Submission.

After printing out the Resolution and obtaining the appropriate signatures, mail or fax the form to:

Megan McIntire, PPRI
311 H.C. Dullie Bell Building
TAMU Mailstop 4476
College Station, Texas 77843-4476
Fax number: 888-351-3485

Resolution Click on link to open new window with Sample resolution. This may be printed or copied (Ctrl+A, Ctrl+C) and pasted (Ctrl+V) into Word Processing software for editing. Word Version

AI-52169 **Human Resources** **13. A.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

CCL#8 (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval to create one (1) Temporary full time Clerk I position, Slot T006 at $10.10 per hour, not to exceed through December 31, 2015.
3. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

Attachments

PAR FORM
Fiscal Note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/06/2015 01:40 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Diana Munoz		Started On: 11/06/2015 11:21 AM
Final Approval Date: 11/06/2015		

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: County Court at Law #8 ~~(280-001)~~ 028.001 PR

DATE: 11/06/2015

CURRENT POSITION TITLE:

CURRENT SLOT. #: T006

REQUESTED POSITION TITLE: Clerk I (Temp.)
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ $3,232.00 (Proposed Budgeted Salary) $ $3,232.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ (PR) Part Time Employee Object 114 ☐ $10.10 P/hr

Full Time Temporary Object 121 ☑ (PR) Part Time Temporary Object 122 ☐ $ Enter hourly rate for temp. positions: $10.10 X 320 = $3,232.00
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

11/10/2015	12/31/2015		40	Through 12/31/2015
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

This position will provide assistance with clerical and administrative support work.

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 11/6/15	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 11/6/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 11/6/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, November 10, 2015 Agenda Item: 52169

Summary of request/proposal:
CCL#8 (1100)-
Approval to create ONE (1) temporary full-time position through the end of the year, effective 11/10/15 and not to exceed 12/31/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Clerk I	T006	121	0.00	3,232.00	3,232.00
				0.00	3,232.00	3,232.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-412-00-028-001-0-	121	CCL#8-	TEMP F/T EMPLOYEES	$470.56
5-1100-412-00-028-001-0-	211	CCL#8-	HEALTH INSURANCE	$0.00
5-1100-412-00-028-001-0-	212	CCL#8-	LIFE INSURANCE	$0.00
5-1100-412-00-028-001-0-	220	CCL#8-	FICA	$36.00
5-1100-412-00-028-001-0-	230	CCL#8-	RETIREMENT	$0.00
5-1100-412-00-028-001-0-	250	CCL#8-	UNEMPLOYMENT COMP	$2.82
5-1100-412-00-028-001-0-	260	CCL#8-	WORKER'S COMP	$0.99
			2015 Budgetary Impact	$510.37

2016 Budgetary Impact: $3,505.43

Possible Funding Sources: UNDETERMINED

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI-52032 **Human Resources** **13. B.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Health & Human Services Dept (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval of the following personnel actions effective next full pay period, 11/16/2015:

Action	Dept/ Program	Slot#	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Net Change
Delete	340-001	0032	Eligibility Specialist I	$24,929.00	$0.00	<$24,929.00>
Delete	340-003	0003	Director of Nursing	$81,755.00	$0.00	<$81,755.00>
Delete	340-003	0018	HR Coordinator III	$49,646.00	$0.00	<$49,646.00>
	340-005	G021		$10,300.00	$0.00	<$10,300.00>
Delete	340-003	0037	Clerk III	$26,330.00	$0.00	<$26,330.00>
Delete	340-003	G076	Billing Supervisor	$41,280.00	$0.00	<$41,280.00>
Create	340-003	0144	EMR/Database System Analyst	$0.00	$53,665.00	$53,665.00
	340-005	0023		$0.00	$3,335.00	$3,335.00
Create	340-003	0145	Director of Clinical Care Services	$0.00	$90,000.00	$90,000.00
Create	340-003	0146	Administrative Assistant II	$0.00	$30,000.00	$30,000.00
Create	340-003	0147	Health Services Billing Supervisor	$0.00	$50,000.00	$50,000.00

3. Approval of interdepartmental transfer.
4. Approval to revise the salary schedule in accordance with Commissioners' Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-441-00-340-001-0-XXX

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

BUDGETARY IMPACT:

Cost Savings

FISCAL YEAR: 2015 **ACCT. #:** 5-1293-441-00-340-005-0-XXX

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

BUDGETARY IMPACT:

Cost Savings

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-441-00-340-003-0-XXX

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

BUDGETARY IMPACT:

Funds available pending interdepartmental transfer from 340-001 attached.

Attachments

JOB DESCRIPTIONS
Fiscal Note
Transfer
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/05/2015 09:27 AM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Diana Munoz		Started On: 10/29/2015 11:57 AM
Final Approval Date: 11/06/2015		

HIDALGO COUNTY HEALTH & HUMAN SERVICES

EMR/DATABASE SYSTEM ANALYST

GENERAL DESCRIPTION

Performs maintenance and support on a variety of database systems primarily related to Electronic Medical Records. Produce custom reports on the EMR system including necessary statistics for grant reporting purposes. Person will design and develop internal and external websites and applications using several industry approved development languages. Code, install, optimize and debug queries and stored procedures using appropriate tools or editors. Provide technical assistance to staff as need on Windows based systems including but not limited to software/hardware installation, training and pc repair. Routine network maintenance, security and backups may be performed as well. Travel to remote sites to perform similar duties. EMR/Database System Analyst will be a member of the 24-hour public health response team and may require responding to "in office" or "on scene" all hazards events. Works under the supervision of the Director of Operations.

EXAMPLES OF WORK PERFORMED

Manage/Maintain EMR system

Create and/or optimize queries and stored procedures to improve database performance (MSSQL and MySQL)

Custom reporting from in-house and state supplied software

Write SQL database queries

Maintain and secure MSSQL and MySQL servers

Programming in the following languages: HTML, Javascript, jQuery, PHP

Create custom programs as needed by the organization

Implement and deploy web database server(s)

Review/implement security on web servers

Hardware and software installation and maintenance on PC's

Routine network maintenance

Respond to events with the 24-hour public health response team

Other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

High School Diploma or GED and

Bachelor's degree preferred or graduate of a two (2) year college program with an emphasis on computers

Experience can be substituted for post secondary education

Immunization/TB Screening Requirements

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

Certificates, Licenses, Registrations:

Employee must have proof of a current valid Texas Motor Vehicle Operator's License

Must be able to be insured by County Insurance carrier

Knowledge, Skills, and Abilities

Must have a firm understanding of the techniques of computer use

Ability to install computer hardware and software

Ability to train others in the use of software and hardware

Ability to use popular software (i.e., All Microsoft Office products, Windows, database applications, …)

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County

Special Qualifications

Able to provide services in other areas as needed

Willingness to work irregular hours as needed

Accept 24 hour response team duties as necessary

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others

- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations



HIDALGO COUNTY HEALTH & HUMAN SERVICES

DIRECTOR OF CLINICAL CARE SERVICES

GENERAL DESCRIPTION

The Director of Clinical Care Services functions under the direction of the Chief Administrative Officer and in collaboration with the Chief Physician. Functions as a public health program specialist by planning & directing multi-disciplinary systems of health care to ensure effective utilization of resources in the provision of comprehensive public health care services for Hidalgo County. Oversees eight (8) clinic sites, including personnel assignments, training and hiring which includes developing goals & resources for the Clinical Group. Is responsible for analyzing, developing, implementing and coordinating new and existing programs (Title V, MCH, TB, Immunization, Family Planning & Community Health- OPH). Maintains Quality Assurance, accountability & reporting of implemented programs, to County and Department of State Health Services. Establishes, maintains, supports the activities of public health education, promotion, disease prevention & control in the community. Develops and implements specialty community clinics; and supervises Central Office personnel associated with those clinics including but not limited to Family Planning, Prenatal, Child Health, TB, Immunizations and Communicable Diseases and the reporting of these clinics. Prepares & writes new and renewal grant applications in coordination with the Budget Manager, under the supervision of the Chief Administrative Officer.

EXAMPLES OF WORK PERFORMED

Coordinates the operations of the Clinical Group including the development, implementation, and evaluation of the group's philosophy, goals, clinical practice standards and policies. Develops and maintains acceptable methods of recording and reporting that provide proper service control, uniform accounting and measurement of program results (Quality Assurance).

Develops policies and procedures in accordance to DSHS program guidelines/standards. Responsible in coordinating clinical quality assurance programs. Responsible for staff development of the Clinical Groups. Devises tools and methods of assessment of knowledge and skill areas of the Nursing Groups. Responsible for recruitment of health programs personnel.

Responsible for the oversight of the HCHHSD Billing Division in collaboration with the Budget Manager. Responsible for the oversight of the Tuberculosis, Immunizations, Wellness Program, Maternal & Child Health, Family Planning & STD Programs.

Implements, monitors & evaluates the performance measures of these programs in accordance to DSHS & department policies & procedures;

Responsible for Credentialing Committee for Medicaid, Medicaid HMO's, Private Insurance, Council for Affordable Quality Healthcare (CAQH), credentialing application updating, re-attestation as needed. Maintains knowledge current on program HMO's, updates & changes.

Addresses grievances related to the Clinical Group; Responds to client and service provider complaints to the Health Department resolving complex problems.

Monitors the community health status to identify community health problems through routine review and collection of community health status data, population based needs assessment and epidemiological processes. Responsible to develop and initiate population-wide health promotion, prevention and risk reduction programs (which include OPH grant performance measures).

Assists and/or coordinates with diagnoses and investigates health problems and hazards in the community to include chronic disease prevention and detection; communicable disease detection and strategic intervention and follow up. Assists in emergency response planning.

Develops and advocates for public health policies and comprehensive systems of health care delivery, to include application & compliance to current managed health care systems.

Assists in mobilizing community partnerships and provides expertise to the community on community health status in order to identify, prioritize and solve health problems to the benefit of the citizens of Hidalgo County.

Participates with management team and with other groups directors in establishing direction and leadership in the organization; Assists in developing department polices, enforcing policies, and enhancing integration opportunities as member of the management staff, under the supervision of the Chief Administrative Officer.

Coordinates & evaluates effectiveness, accessibility and quality of personal and population based healthcare services; collects and maintains data to measure community interventions; identify underserved populations and implements changes in programs/systems to improve health outcomes.

Coordinates the Tuberculosis, Immunization, Title V MCH, OPH, Family Planning & Wellness Program, program budgets which includes; identifying budget needs and developing grant and program budgets in conjunction with the Budget Manager, under the supervision of the Chief Administrative Officer, compiling budget indicators for the

various programs; and reviewing and approving group budget purchases and expenditures.

Reviews local, state, and federal resources for potential program funding; identifies funding and project opportunities and provides direction to group staff, community agencies, coalitions, etc. on following up on these opportunities.

Prepares and writes new and annual submittal of multiple grant requests TB, Immunization, OPH & Title V in coordination with the Budget Manager for HCHHSD, under the supervision of the Chief Administrative Officer. Monitors grant progress to ensure grant requirements are being met; and submits required reporting monthly and annually to state and County as applicable.

Serves as a public health practice resource and community expert on the practice of public health nursing; as adjunct faculty for undergraduate nursing students; will coordinate with universities/colleges adjunct staff in assuring that student requirements are met within all state HIPPA and county requirements.

Collaborates with other service providers including institutes of higher learning to share resources to maximize delivery of care.

Reviews and revises medical orders in conjunction with the Chief Physician and Clinicians. Directs the on-going review, revision, implementation and training in public health and nursing practice standards.

Develops, implements, and evaluates workplace OSHA policies. Oversees the staff development of the Clinical Group in accordance to OSHA & State Board Rules (BON).

Responsible to maintain and update all Third Party Provider information, credentialing and renewal applications.

Performs related work as assigned.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Licensed to practice as an RN in Texas, plus

10 yrs or more experience as a Director of Nursing in public health or similar setting;

10 yrs or more experience in community health grant writing, i.e. DSHS, HHSC;

10 yrs or more experience as a practicing RN in a supervisory capacity in Public Health;

BSN/MSN may be substituted for 3 years of required experience.

Immunization/TB Screening Requirements:

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may be required.

Certificates, Licenses, Registrations:

Employee must have proof of a current valid Texas Motor Vehicle Operator's License;

Must be able to be insured by County Insurance carrier.

Knowledge, Skills, and Abilities

Knowledge of professional nursing theory, nursing process, including cultural social and economic forces in family, community and group dynamics. Broad knowledge of principles and practices in management, supervision and intra disciplinary collaboration. Knowledge of organizational structure, administrative process, and projected program expectations. Ability to communicate in oral, written form. Ability to apply principles of leadership, education, long range planning and evaluation. Ability to perform essential job functions with or without reasonable accommodations.

Maybe be required to work other than normal or scheduled hours including weekends and holiday.

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is required to sit and use hands to fingers, or feel objects, tools or controls. The employee is required to stand; walk; reach with hands and arms; and stoop, kneel

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY HEALTH & HUMAN SERVICES

HEALTH SERVICES BILLING SUPERVISOR

GENERAL DESCRIPTION

Under the direction of the Director of Clinical Care Services, will interpret and implement agency eligibility guidelines according to DSHS contract requirements. Develops & Implements billing procedures for billing of Maternity, Family Planning, TxHealth Steps, Immunizations, Case Management and TB services in accordance to proper payor source such as Medicaid, Medicare & Title V eligible clients. Supervises Billing Division Staff to assure proper billing of services & lab submission. Provide technical assistance and training for both supportive and professional staff in eligibility and billing procedures.

EXAMPLES OF WORK PERFORMED

Interprets and implements agency's eligibility guidelines and billing procedures according to DSHS yearly contract requirements in the billing of Maternity, Family Planning, Child Health, Case Management, and other allowable services

Facilitates credentialing committee for Medicaid, Medicaid HMO's, Private Insurance, Council for Affordable Quality Healthcare (CAQH), credentialing application, updating and re-attestation as needed. Maintains knowledge current on programs HMO"s updates & changes

Implements billing procedures for billing of Maternity, Family Planning, TxHealth Steps, Immunizations, Case Management, and TB services as needed in accordance with NHIC to Medicaid eligible clients

Assures the clinics properly bill for all program services(to include all lab screens); assures the clinics Co-Pay collection procedures are implemented correctly

Keeps accurate records of NHIC payments for services rendered

Conducts QA on all Lab statements & ensures proper billing before submitting to accounts payable

Assures monthly cumulative collection reports are compiled by Billing Division Personnel and dispersed accordingly

Completes and maintains current all applicable HMO's credentialing applications

Maintains knowledge of updates on all programs & HMO's, & ensures all Billing & clinic staff are trained & updated as applicable

Provides technical assistance and training for both supportive and professional staff in program eligibility and billing procedures as requested

Assures all Case Management Program billing procedures are followed

Other duties: Participates in conducting job interviews for both professional and supportive staff. Participates in Quality Assurance In-house monitoring activities. Attend program related workshops and in-service

Other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelor's Degree in Business, accounting, Health Administration or related field from an accredited college or university

Five (5) years related billing experience with high volume billing in the private or public sector

Two (2) years supervisory experience

Five (5) years full-time experience in public health or health related program administration or delivery may be substituted for college education

Immunization/TB Screening Requirements

Employees may be required to receive immunizations recommended by the ACIP, ACP, and TDH based on anticipated disease exposure (e.g. hepatitis B or rabies vaccines) TB skin testing may required.

Certificates, Licenses, Registrations:

Employee must have proof of a current valid Texas Motor Vehicle Operator's License

Must be able to be insured by County Insurance carrier

Knowledge, Skills, and Abilities

Knowledge of Medicaid/Medicare claims payments, provider enrollment and billing procedures

Knowledge of Medicaid eligibility services and other related programs

Knowledge of DSHS Title V program goals, and provider requirements

Ability to teach and train both professional and non-professional staff on program eligibility and billing procedures

Ability to communicate effectively orally and in writing

Ability to interpret, develop and implement program policies and procedures

Ability to readily adapt to program changes and additional work related responsibilities

Special Instructions and/or Remarks

Able to provide services to other assigned duties as needed

Required to work other than normal or scheduled hours including weekends and holidays

PHYSICAL DEMANDS:

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

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

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

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, November 10, 2015 Agenda Item: 52032

Summary of request/proposal:
HEALTH ADM (1100)-
Approval of the following personnel action, effective next full pay period 11/16/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Eligibility Specialist I	0032	113	24,929.00	0.00	(24,929.00)
				24,929.00	0.00	(24,929.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-441-00-340-001-0-	113	HEALTH ADM-	REGULAR FULL TIME	($3,247.46)
5-1100-441-00-340-001-0-	211	HEALTH ADM-	HEALTH INSURANCE	($772.23)
5-1100-441-00-340-001-0-	212	HEALTH ADM-	LIFE INSURANCE	($4.89)
5-1100-441-00-340-001-0-	220	HEALTH ADM-	FICA	($248.43)
5-1100-441-00-340-001-0-	230	HEALTH ADM-	RETIREMENT	($345.20)
5-1100-441-00-340-001-0-	250	HEALTH ADM-	UNEMPLOYMENT COMP	($19.48)
5-1100-441-00-340-001-0-	260	HEALTH ADM-	WORKER'S COMP	($30.53)
			2015 Budgetary Impact	($4,668.22)

2016 Budgetary Impact: ($36,058.03)

Possible Funding Sources: COST SAVINGS

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, November 10, 2015 Agenda Item: 52032

Summary of request/proposal:
HEALTH CLINICS (1100)-
Approval of the following personnel action, effective next full pay period 11/16/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Director of Nursing	0003	113	81,755.00	0.00	(81,755.00)
1100	HR Coordinator III	0018	113	49,646.00	0.00	(49,646.00)
1100	Clerk III	0037	113	26,330.00	0.00	(26,330.00)
1100	Billing Supervisor	G076	113	41,280.00	0.00	(41,280.00)
1100	EMR/Database System Analyst	0144	113	0.00	53,665.00	53,665.00
1100	Director of Clinical Care Services	0145	113	0.00	90,000.00	90,000.00
1100	Administrative Assistant II	0146	113	0.00	30,000.00	30,000.00
1100	Health Services Billing Supervisor	0147	113	0.00	50,000.00	50,000.00
				199,011.00	223,665.00	24,654.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-441-00-340-003-0-	113	HEALTH CLINICS-	REGULAR FULL TIME	$3,211.63
5-1100-441-00-340-003-0-	211	HEALTH CLINICS-	HEALTH INSURANCE	$0.00
5-1100-441-00-340-003-0-	212	HEALTH CLINICS-	LIFE INSURANCE	$0.00
5-1100-441-00-340-003-0-	220	HEALTH CLINICS-	FICA	$245.69
5-1100-441-00-340-003-0-	230	HEALTH CLINICS-	RETIREMENT	$341.40
5-1100-441-00-340-003-0-	250	HEALTH CLINICS-	UNEMPLOYMENT COMP	$19.27
5-1100-441-00-340-003-0-	260	HEALTH CLINICS-	WORKER'S COMP	$30.19
			2015 Budgetary Impact	$3,848.18

2016 Budgetary Impact: $29,523.16

Possible Funding Sources: Interdepartmental Transfer (340-001)

Comments:

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, November 10, 2015 Agenda Item: 52032

Summary of request/proposal:
H.D. ADM (1100)-
Approval of the following personnel action, effective next full pay period 11/16/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1293	HR Coordinator	G021	113	10,300.00	0.00	(10,300.00)
1293	EMR/Database System Analyst	0023	113	0.00	3,335.00	3,335.00
				10,300.00	3,335.00	(6,965.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1293-441-00-340-005-0-	113	H.D. ADM-	REGULAR FULL TIME	($907.32)
5-1293-441-00-340-005-0-	211	H.D. ADM-	HEALTH INSURANCE	$0.00
5-1293-441-00-340-005-0-	212	H.D. ADM-	LIFE INSURANCE	$0.00
5-1293-441-00-340-005-0-	220	H.D. ADM-	FICA	($69.41)
5-1293-441-00-340-005-0-	230	H.D. ADM-	RETIREMENT	($96.45)
5-1293-441-00-340-005-0-	250	H.D. ADM-	UNEMPLOYMENT COMP	($5.44)
5-1293-441-00-340-005-0-	260	H.D. ADM-	WORKER'S COMP	($1.91)
			2015 Budgetary Impact	($1,080.53)

2016 Budgetary Impact: ($8,289.74)

Possible Funding Sources: COST SAVINGS

Comments:

DATE: November 10, 2015

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Health Clinics

ACCOUNT NUMBER: 5-1100-441-00-340-00X-0-XXX

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

2015
Transfer
AI-52032

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			
5-1100-441-00-340-001-0- 113	HEALTH ADM-	REGULAR FULL TIME	(3,211.63)
5-1100-441-00-340-001-0- 220	HEALTH ADM-	FICA	(245.69)
5-1100-441-00-340-001-0- 230	HEALTH ADM-	RETIREMENT	(341.40)
5-1100-441-00-340-001-0- 250	HEALTH ADM-	UNEMPLOYMENT COMP	(19.27)
5-1100-441-00-340-001-0- 260	HEALTH ADM-	WORKER'S COMP	(30.19)
TO			
5-1100-441-00-340-003-0- 113	HEALTH CLINICS-	REGULAR FULL TIME	3,211.63
5-1100-441-00-340-003-0- 220	HEALTH CLINICS-	FICA	245.69
5-1100-441-00-340-003-0- 230	HEALTH CLINICS-	RETIREMENT	341.40
5-1100-441-00-340-003-0- 250	HEALTH CLINICS-	UNEMPLOYMENT COMP	19.27
5-1100-441-00-340-003-0- 260	HEALTH CLINICS-	WORKER'S COMP	30.19
TOTAL BUDGET INCREASE (DECREASE)			$ (0.00)

REASON: **Transfer needed to fund pro-rated salary & fringers for creation of four positions, EMR/Database System Analyst slot no. 0144, Director of Clinical Care Services slot no. 0145, Administrative Assistant II slot no. 0146, and Health Services Billing Supervisor slot no. 0147 under Health Clinics.**

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 26 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH ADM (340-001) DATE: 5/20/2015

CURRENT POSITION TITLE: **ELIGIBILITY SPECIALIST I** CURRENT SLOT# : 001-0032

REQUESTED POSITION TITLE: NEW SLOT #

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETE

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

POSITION SALARY REQUEST:

Salary Amount:	24,929.00	$ 0.00	$ (24,929.00)
	Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[ ] Other

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

A review of the dutiies related to this position has resulted in determining this position is not needed.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10/26/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	11/03/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/5/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 26 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH CLINICS (340-003) DATE: 5/20/2015

CURRENT POSITION TITLE: **DIRECTOR OF NURSING** CURRENT SLOT# : 003-0003

REQUESTED POSITION TITLE: NEW SLOT #

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETE

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

POSITION SALARY REQUEST:

Salary Amount:	81,755.00	$	0.00	$	0.00 (81,755.00)
	Current G&S/ Budgeted Salary		Proposed G&S/ Budgeted Salary		Net Change

Position to be funded from one of the following:

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

[ ] Other

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

A review of the dutiies related to this position has resulted in determining this position does not meet the department's needs.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10/26/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	11/03/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/5/2015 Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 26 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH CLINICS (340-003) DATE: 5/20/2015

CURRENT POSITION TITLE: **HR COORDINATOR III** CURRENT SLOT# : 003-0018

005-G021

REQUESTED POSITION TITLE: NEW SLOT #

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETE

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

POSITION SALARY REQUEST:

	49,646.00				(49,646.00)
Salary Amount:	10,300.00	$	0.00	$	(10,300.00)
	Current G&S/ Budgeted Salary		Proposed G&S/ Budgeted Salary		Net Change

Position to be funded from one of the following:

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

[ ] Other

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

A review of the dutiies related to this position has resulted in determining this position does not meet the department's needs.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	10/26/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO		
2. HUMAN RESOURCES DIRECTOR	11/03/2015 Date	PERSONNEL PROCEDURES COMPLETED	[ ] YES	[ ] NO		
3. DEPARTMENT OF BUDGET & MANAGEMENT	11/5/2015 Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO		
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 26 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH CLINICS (340-003) DATE: 5/20/2015

CURRENT POSITION TITLE: **CLERK III** CURRENT SLOT# : 003-0037

REQUESTED POSITION TITLE: NEW SLOT #

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETE

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

POSITION SALARY REQUEST:

Salary Amount:	26,330.00	$	0.00	$	(26,330.00)
	Current G&S/ Budgeted Salary		Proposed G&S/ Budgeted Salary		Net Change

0.00

Position to be funded from one of the following:

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

[ ] Other

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

A review of the dutiies related to this position has resulted in determining this position does not meet the department's needs.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10/26/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	11/03/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/5/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 26 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH CLINICS (340-003) DATE: 5/20/2015

CURRENT POSITION TITLE: **BILLING SUPERVISOR** CURRENT SLOT# : 003-G076

REQUESTED POSITION TITLE: NEW SLOT #

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETE

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

POSITION SALARY REQUEST:

Salary Amount:	41,280.00	$	0.00	$	0.00 (41,280.00)
	Current G&S/ Budgeted Salary		Proposed G&S/ Budgeted Salary		Net Change

Position to be funded from one of the following:

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

[ ] Other

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

A review of the dutiies related to this position has resulted in determining this position does not meet the department's needs.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10/26/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	11/03/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/5/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 26 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES (340-003) DATE: 5/20/2015

CURRENT POSITION TITLE: _____ CURRENT SLOT# :

REQUESTED POSITION TITLE: **EMR/DATABASE SYSTEM ANALYST** NEW SLOT # 005-~~0000~~-023 / 003-~~0000~~ 144

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:	0.00	$	3,335.00 53,665.00	$	3,335.00 53,665.00
	Current G&S/ Budgeted Salary		Proposed G&S/ Budgeted Salary		Net Change

Position to be funded from one of the following:

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

[ ] Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

Due to ongoing and increased need for compiling, storing and reporting medical data, this position will be provide the system(s), tools and infrastracture to meet this demand.

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

Willl perform maintenance and support on a variety of database systems primarily related to Electronic Medical Records.

See Job Description.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD		10/26/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2. HUMAN RESOURCES DIRECTOR		11/05/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3. DEPARTMENT OF BUDGET & MANAGEMENT		11/5/2015 Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
4. COMMISSIONERS' COURT APPROVAL		Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 26 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES (340-003) DATE: 5/20/2015

CURRENT POSITION TITLE: _____ CURRENT SLOT# :

REQUESTED POSITION TITLE: **DIRECTOR OF CLINICAL CARE SERVICES** NEW SLOT # 003-~~0~~XXX 145

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:	0.00	$ 90,000.00	$ 90,000.00
	Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[ ] Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

The Director of Clinical Care Services functions under the direction of the Chief Administrative Officer and in collaboration with the Chief Physician

This position will also function as a public health program specialist by planning & directing multi-disciplinary systems of health care to ensure

effective utilization of resources in the provision of comprehensive public health care services for Hidalgo County

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

See Job Description.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10/26/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO	
2.	HUMAN RESOURCES DIRECTOR	11/03/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/5/2015 Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 26 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES (340-003) DATE: 5/20/2015

CURRENT POSITION TITLE: _____ CURRENT SLOT# :

REQUESTED POSITION TITLE: **ADMINISTRATIVE ASSISTANT II** NEW SLOT # 003-~~0XXX~~ 146

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: 0.00 (Current G&S/ Budgeted Salary) $ 30,000.00 (Proposed G&S/ Budgeted Salary) $ 30,000.00 (Net Change)

Position to be funded from one of the following:

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

[ ] Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [ ]
Non-Exempt [X]

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

This position is needed to perform routine administrative support and / or techinical program assistance work and related functions to include accounts payable.

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

See Job Description.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10/26/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	11/03/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/5/2015 Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 26 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES (340-003) DATE: 5/20/2015

CURRENT POSITION TITLE: _____ CURRENT SLOT# :

REQUESTED POSITION TITLE: Health Services (DM) BILLING SUPERVISOR ~~II~~ NEW SLOT # 003-~~0XXX~~ 147

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:	0.00	$ 50,000.00	$ 50,000.00
	Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[ ] Other _____

POSITION Type:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

This position is needed to oversee the daily operational management of the billing department and related functions.

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

See Job Description.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10/26/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	HUMAN RESOURCES DIRECTOR	11/03/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/8/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

AI-52042 **Human Resources** **13. C.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Hidalgo County Clerk (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration, and approval of the following personnel actions effective next full pay period, 11/16/2015:

Action	Dept/ Program	Slot#	Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Net Change
Salary Adjustment (Decrease)	180-001	0005	Internal Auditor III	$52,071.00	Internal Auditor III	$50,000.00	<$2,071.00>
Delete	180-001	0027	Deputy County Clerk I	$28,840.00	-	$0.00	<$28,840.00>
Create	180-001	0076	-	$0.00	Administrative Assistant II	$30,911.00	$30,911.00

3. Approval to revise the salary schedule in accordance with Commissioners' Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-40-180-001-0-XXX

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Fiscal Note

PAR FORMS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/05/2015 09:28 AM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Diana Munoz		Started On: 10/29/2015 04:41 PM
Final Approval Date: 11/06/2015		

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, November 10, 2015 Agenda Item: 52042

Summary of request/proposal:
CO CLERK (1100)-
Approval of the following personnel action, effective next full pay period 11/16/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Internal Auditor III	0005	113	52,071.00	50,000.00	(2,071.00)
1100	Deputy County Clerk I	0027	113	28,840.00	0.00	(28,840.00)
1100	Administrative Asst II	0076	113	0.00	30,911.00	30,911.00
				80,911.00	80,911.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-415-40-180-001-0-	113	CO CLERK-	REGULAR FULL TIME	$0.00
5-1100-415-40-180-001-0-	211	CO CLERK-	HEALTH INSURANCE	$0.00
5-1100-415-40-180-001-0-	212	CO CLERK-	LIFE INSURANCE	$0.00
5-1100-415-40-180-001-0-	220	CO CLERK-	FICA	$0.00
5-1100-415-40-180-001-0-	230	CO CLERK-	RETIREMENT	$0.00
5-1100-415-40-180-001-0-	250	CO CLERK-	UNEMPLOYMENT COMP	$0.00
5-1100-415-40-180-001-0-	260	CO CLERK-	WORKER'S COMP	$0.00
			2015 Budgetary Impact	$0.00

2016 Budgetary Impact: $0.00

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 23 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Hidalgo County Clerk 180 **DATE:** 10/23/2015

CURRENT POSITION TITLE: Internal Auditor III **CURRENT SLOT. #:** 001-0005

REQUESTED POSITION TITLE: ~~N/A~~ Internal Auditor III
(For new positions or reclassifications)

REQUEST FOR: Salary Adjustment (Decrease) OT ~~Adjust Budgeted Salary~~

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other ~~Reduction in Salary~~

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

POSITION SALARY REQUEST:

Salary Amount: $ 52,071.00 (Current Budgeted Salary) $ 50,000.00 (Proposed Budgeted Salary) $ -2,071.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

Vacant supervisor's position - establishing parity for all department supervisors within County Clerk's Office

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Annette C Muniz DEPARTMENT HEAD	10/23/2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	11/03/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/5/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV 03 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Hidalgo County Clerk's Office 180 **DATE:** 10/23/2015

CURRENT POSITION TITLE: Deputy County Clerk I **CURRENT SLOT. #:** 001-0027

REQUESTED POSITION TITLE: N/A
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Delete

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

POSITION SALARY REQUEST:

Salary Amount: $ 28,840.00 (Current Budgeted Salary) $ Ø (Proposed Budgeted Salary) $ -28,840.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

Delete Position

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Annette C. Muniz / Chief Deputy DEPARTMENT HEAD	10/23/2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	11/03/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/5/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
NOV 03 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Hidalgo County Clerk's Office 180 **DATE:** 10/23/2015

CURRENT POSITION TITLE: N/A **CURRENT SLOT. #:** 001-0076

REQUESTED POSITION TITLE: Administrative Assistant II
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* [ ] Other ~~Delete~~

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 30,911.00 (Proposed Budgeted Salary) $ 30,911.00 (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other From deleted position 001-0027 & reduction in salary 001-0005 (NO BUDGET IMPACT)

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

Position will provide assistance to Chief Deputy and Office Manager by providing data for daily, monthly and yearly reports.

Assistant can and will assist other departments as needed and assigned by Chief Deputy and Office Manager.

Will be responsible for County Clerk's website updates as needed

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

Position will provide assistance to Chief Deputy and Office Manager by providing data for daily, monthly and yearly reports.

Assistant can and will assist other departments as needed and assigned by Chief Deputy and Office Manager.

Will be responsible for County Clerk's website updates as needed

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Annette C. Muniz / Chief Deputy DEPARTMENT HEAD	10/23/2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	11/03/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/5/2015 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-51970 **Human Resources** **13. D.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Raul Silguero, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Tax Office (1100) / Special Vehicle Inventory (1246):
1. Discussion, consideration, and approval to delete/add supplement pay to various slots, as listed below, effective next full pay period, 11/16/2015:

Action	Fund	Dept. / Program	Slot #	Position Title	Current Budgeted Salary/Supplement	Proposed Budgeted Salary/Supplement	Net Change
Salary Auto Allowance (Delete) Supplement Pay	1100	140-001	0003	Property Tax Manager	$65,507.00 $2,800.00	$65,507.00 $2,800.00	$0.00 $0.00
	1246	140-003	0002		$3,000.00	$0.00	($3,000.00)
Salary (Delete) Supplement Pay	1100	140-001	0008	Accountant IV	$52,002.00	$52,002.00	$0.00
	1246	140-003	0006		$3,000.00	$0.00	($3,000.00)
Salary (Add) Supplement Pay	1100	140-001	0018	Deputy Clerk III	$40,347.00	$40,347.00	$0.00
	1246	140-003	0010		$0.00	$3,000.00	$3,000.00
Salary (Add) Supplement Pay	1100	140-001	0171	Administrative Asst III	$34,000.00	$34,000.00	$0.00
	1246	140-003	0011		$0.00	$3,000.00	$3,000.00
Salary (Add) Supplement Pay	1100	140-001	0025	Bookkeeper II	$33,917.00	$33,917.00	$0.00
	1246	140-003	0012		$0.00	$3,000.00	$3,000.00
Salary Auto Allowance	1100	140-001	0160	Accountant IV	$52,002.00 $1,500.00	$52,002.00 $1,500.00	$0.00 $0.00
(Add) Supplement Pay	1246	140-003	0013		$0.00	$3,000.00	$3,000.00

2. Approval of Intra-departmental transfers.
3. Approval to revise salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1246-415-15-140-003-0-XXX

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

BUDGETARY IMPACT:

Within department's budget.

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-15-140-001-0-XXX

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Fiscal Note
PAR FORMS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/05/2015 09:26 AM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Diana Munoz		Started On: 10/23/2015 12:40 PM
Final Approval Date: 11/06/2015		

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, November 10, 2015 Agenda Item: 51970

Summary of request/proposal:
TAX OFFICE (1100)-
Approval to delete/add supplement pay, effective next full pay period 11/16/2015:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Property Tax Manager	0003	113	65,507.00	65,507.00	0.00
1100	Property Tax Manager	0003	118	2,800.00	2,800.00	0.00
1100	Accountant IV	0008	113	52,002.00	52,002.00	0.00
1100	Deputy Clerk III	0018	113	40,347.00	40,347.00	0.00
1100	Administrative Assistant III	0171	113	34,000.00	34,000.00	0.00
1100	Bookkeeper II	0025	113	33,917.00	33,917.00	0.00
1100	Accountant IV	0160	113	52,002.00	52,002.00	0.00
1100	Accountant IV	0160	118	1,500.00	1,500.00	0.00
				282,075.00	282,075.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-415-15-140-001-0-	113	TAX OFFICE-	REGULAR FULL TIME	$0.00
5-1100-415-15-140-001-0-	211	TAX OFFICE-	HEALTH INSURANCE	$0.00
5-1100-415-15-140-001-0-	212	TAX OFFICE-	LIFE INSURANCE	$0.00
5-1100-415-15-140-001-0-	220	TAX OFFICE-	FICA	$0.00
5-1100-415-15-140-001-0-	230	TAX OFFICE-	RETIREMENT	$0.00
5-1100-415-15-140-001-0-	250	TAX OFFICE-	UNEMPLOYMENT COMP	$0.00
5-1100-415-15-140-001-0-	260	TAX OFFICE-	WORKER'S COMP	$0.00
			2015 Budgetary Impact	$0.00

2016 Budgetary Impact: $0.00

Possible Funding Sources: No Budgetary Impact

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, November 10, 2015 Agenda Item: 51970

Summary of request/proposal:
TAX OFFICE (1246)-
Approval to delete/add supplement pay, effective next full pay period 11/16/2015:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1246	Property Tax Manager	0002	117	3,000.00	0.00	(3,000.00)
1246	Accountant IV	0006	117	3,000.00	0.00	(3,000.00)
1246	Deputy Clerk III	0010	117	0.00	3,000.00	3,000.00
1246	Administrative Assistant III	0011	117	0.00	3,000.00	3,000.00
1246	Bookkeeper II	0012	117	0.00	3,000.00	3,000.00
1246	Accountant IV	0013	117	0.00	3,000.00	3,000.00
				6,000.00	12,000.00	6,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1246-415-15-140-003-0-	117	TAX OFFICE-	SUPPLEMENTAL PAY	$781.61
5-1246-415-15-140-003-0-	211	TAX OFFICE-	HEALTH INSURANCE	$1,544.46
5-1246-415-15-140-003-0-	212	TAX OFFICE-	LIFE INSURANCE	$9.79
5-1246-415-15-140-003-0-	220	TAX OFFICE-	FICA	$59.79
5-1246-415-15-140-003-0-	230	TAX OFFICE-	RETIREMENT	$83.09
5-1246-415-15-140-003-0-	250	TAX OFFICE-	UNEMPLOYMENT COMP	$4.69
5-1246-415-15-140-003-0-	260	TAX OFFICE-	WORKER'S COMP	$1.64
			2015 Budgetary Impact	$2,485.07

2016 Budgetary Impact: $19,076.52

Possible Funding Sources: Within Department's Budget

Comments:

HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Tax Office (140) DATE: 10/21/2015

CURRENT POSITION TITLE: Property Tax Manager CURRENT SLOT #: 140-001-003 / 140-003-002

REQUESTED POSITION TITLE: Property Tax Manager

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other Delete Supplement Pay

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

POSITION SALARY REQUEST:

Tax Office Fund Account - 1100-415-15-140-001-0

Salary Amount:

$ 65,507.00	$ 65,507.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Tax Office Fund Account - 1100-415-15-140-001-0

Auto Allowance:

$ 2,800.00	$ 2,800.00	$ 0.00
Current Allowance Amount	Proposed Allowance Amount	Net Change

Special Vehicle Inventory 1246-415-15-140-003-

~~Salary~~ Supplement Amount:

$ 3,000.00	$ 0.00	$ (3,000.00)
Current G&S/Budgeted Supplement	Proposed G&S/Budgeted Supplement	Net Change

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

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [X]
Non-Exempt [ ]

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

Supplemental pay no longer required on slot.l

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Pablo (Paul) Villarreal Jr. JE	10-21-15				
DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO	
2.	11/3/2015				
HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	11/5/2015				
DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.					
COMMISSIONERS COURT APPROVAL	DATE				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 22 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office (140) DATE: 10/21/2015

CURRENT POSITION TITLE: Accountant IV CURRENT SLOT #: 140-001-008 / 140-003-006

REQUESTED POSITION TITLE: Accountant IV

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [x] Other Delete Supplement Pay

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

POSITION SALARY REQUEST:

Tax office Fund Account - 1100-415-15-140-001-0

Salary Amount:

$ 52,002.00	$ 52,002.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Special Vehicle Inventory 1246-415-15-140-003-0

~~Auto Allowance~~: Supplement Amount OT

$ 3,000.00	$ 0.00	$ (3,000.00)
Current G&S/ Budgeted Supplement	Proposed G&S/ Budgeted Supplement	Net Change

Position to be funded from one of the following:

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

[ ] _____

POSITION TYPE:

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

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

TEMPORARY POSITIONS: N/A

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

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

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

Supplement pay no longer required on slot.

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Pablo (Paul) Villarreal Jr. JE	10-21-15	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. DEPARTMENT HEAD / HUMAN RESOURCES DIRECTOR	DATE 11/03/2015	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 11/5/2015	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form



DEPARTMENT NAME/NUMBER: Tax Office (140) DATE: 10/21/2015

CURRENT POSITION TITLE: DEPUTY CLERK III CURRENT SLOT #: 140-001-018 / 140-003-010

REQUESTED POSITION TITLE: DEPUTY CLERK III

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other ADD COST ALLOCATION

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

POSITION SALARY REQUEST:

Tax Office Fund Account - 1100-415-15-140-001-0

Salary Amount:

$ 40,347.00	$ 40,347.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Tax Office Fund Account - 1100-415-15-140-001-0

Auto Allowance:

$ 1,500.00	$ 1,500.00	$ 0.00
Current Allowance Amount	Proposed Allowance Amount	Net Change

Special Vehicle Inventory 1246-415-15-140-003-

Supplement Amount:

$ 0.00	$ 3,000.00	$ 3,000.00
Current G&S/ Supp. Salary	Proposed G&S/ Supp. Salary	Net Change

Full Time Employee Object 113 ☒ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

Additional responsibilities training and auditing for the Special Inventory Pre-Payment Program.

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

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

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

Supplement is currently budgeted but unassigned.

HUMAN RESOURCES: Classification and Salary Recommendation

No budget impact

BUDGET & MANAGEMENT: Classification and Salary Recommendation

No budget impact

1.	Pablo (Paul) Villavaso Jr. JE	10-21-15	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
	DEPARTMENT HEAD	Date				
2.		11/03/2015	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
	HUMAN RESOURCES DIRECTOR	Date				
3.		11/5/2015	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 22 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office (140) DATE: 10/21/2015

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT III CURRENT SLOT #: 140-001-171 / 140-003-011

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT III

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD COST ALLOCATION

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

POSITION SALARY REQUEST:

Tax Office Fund Account - 1100-415-15-140-001-0

Salary Amount:

$ 34,000.00	$ 34,000.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Special Vehicle Inventory 1246-415-15-140-003-

Supplement Amount:

$ 0.00	$ 3,000.00	$ 3,000.00
Current G&S/ Supp. Salary	Proposed G&S/ Supp. Salary	Net Change

Full Time Employee Object 113 [X] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

Additional responsibilities assisting with daily operations for the Special Inventory Pre-Payment Program.

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

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

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

Supplement is currently budgeted but unassigned.

HUMAN RESOURCES: Classification and Salary Recommendation

No budget impact

BUDGET & MANAGEMENT: Classification and Salary Recommendation

No budget impact

1.	Pablo (Paul) Villavaso Jr. JE DEPARTMENT HEAD	10-21-15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	11/03/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/5/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
OCT 22 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office (140) DATE: 10/21/2015

CURRENT POSITION TITLE: BOOKKEEPER II CURRENT SLOT #: 140-001-025 / 140-003-012

REQUESTED POSITION TITLE: BOOKKEEPER II

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other ADD COST ALLOCATION

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

POSITION SALARY REQUEST:

Tax Office Fund Account - 1100-415-15-140-001-0

Salary Amount:

$ 33,917.00	$ 33,917.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Special Vehicle Inventory 1246-415-15-140-003-

Supplement Amount:

$ 0.00	$ 3,000.00	$ 3,000.00
Current G&S/ Supp. Salary	Proposed G&S/ Supp. Salary	Net Change

Full Time Employee Object 113 ☒ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

Additional responsibilities assisting with daily operations for the Special Inventory Pre-Payment Program.

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

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

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

Supplement is currently budgeted but unassigned.

HUMAN RESOURCES: Classification and Salary Recommendation

No budget impact

BUDGET & MANAGEMENT: Classification and Salary Recommendation

No budget impact

1.	Felix (Paul) Villanueva Jr JF	10-21-15	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
	DEPARTMENT HEAD	Date				
2.		11/03/2015	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
	HUMAN RESOURCES DIRECTOR	Date				
3.		11/5/2015	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 22 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office (140) DATE: 10/21/2015

CURRENT POSITION TITLE: ACCOUNTANT IV CURRENT SLOT #: 140-001-160 / 140-003-013

REQUESTED POSITION TITLE: ACCOUNTANT IV

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other ADD COST ALLOCATION

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

POSITION SALARY REQUEST:

Tax Office Fund Account - 1100-415-15-140-001-0

Salary Amount:

$ 52,002.00	$ 52,002.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Tax Office Fund Account - 1100-415-15-140-001-0

Auto Allowance:

$ 1,500.00	$ 1,500.00	$ 0.00
Current Allowance Amount	Proposed Allowance Amount	Net Change

Special Vehicle Inventory 1246-415-15-140-003-

~~Salary~~ Amount:

Supplement

$ 0.00	$ 3,000.00	$ 3,000.00
Current G&S/ ~~Budgeted~~ Salary	Proposed G&S/ Budgeted Salary	Net Change
Supplement	Supplement	

Full Time Employee Object 113 [X] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

Additional responsibilities assisting with auditing and preparing financial accounting balance sheets and bank reconciliations for the Special Inventory Pre-Payment Program.

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

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

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

Funded through Special Revenue Fund #1246

HUMAN RESOURCES: Classification and Salary Recommendation

No budget impact

BUDGET & MANAGEMENT: Classification and Salary Recommendation

No budget impact

1.	Pablo (Paul) Villavaso Jr. DEPARTMENT HEAD	JF 10-21-15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	11/03/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/5/2015 Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO

AI-52131 **Emergency Management** **15. A.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1. Requesting authority for Hidalgo County to submit a letter to the Texas Department of Public Safety- Texas Division of Emergency Management for withdrawal from the TSSI Safe Room Project Hazard Mitigation Grant Program number DR-1791-331 which was approved for the La Joya Independent School District to construct a 20,000 sq. ft. community safe room on the campus of Palm View High School.

2. Request for approval for the County Judge to sign the required documentation.

BACKGROUND

Safe Shelter Grant DR-1791-331 9/14/2015 Received letter from La Joya ISD requesting withdrawal from the grant. Decision was based on the fact that the project was advertised twice and the proposals received exceeded the budgeted amount. The School Board voted to not to proceed with the project on 8/10/2015.

3/31/2015 Presentation, discussion and authorization to submit the Direct Deposit Authorization and Designation of Applicant's Agent forms for the Hazard Mitigation Grant-Safe Shelter Initiative DR-1791-331 and Plan Grant DR-1999-022 for the purpose of updating records for the Texas Division of Emergency Management with authority for the County Judge to sign the required documents.

10/14/2014 AI-46842 – Approval to submit request for an extension of the TSSI Grant #DR-1791-331 for an additional 12 months to complete the project.

1/28/2014 AI-42805-(1) Approval of Certification of Revenues as certified by the County of Auditor. AI-42805-(2) Approval of the 2013 appropriation of funds for the TSSI Grant.

7/9/2013 AI-39566-(A) Authorization for Hidalgo County to execute and sign the Project Officer Designation form for the Hazard Mitigation Grant.

AI-39566-(B) Authorization for Hidalgo County to execute and sign the Third Party Authorization form for the Hazard Mitigation Grant.

2/15/2013 AI-36629-(1) Approval to accept the Safe Shelter grand on behalf of La Joya Independent School District (ISD) in the amount of $2,400,000.00 with a 25% match of $600,000 to be provided by La Joya ISD.

AI-36629-(2) Approval to accept the Memorandum of Agreement (MOU) between Hidalgo County and La Joya ISD.

9/25/2012 AI-34204- Approval to apply and submit for the Hazard Mitigation Grant Program/Texas State Shelter Initiative on behalf of the La Joya Independent School District with the authority for the County Judge to sign the required documentation.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Requesting authority for Hidalgo County to submit a letter to the Texas Department of Public Safety- Texas Division of Emergency Management **for withdrawal** from the TSSI Safe Room Project Hazard Mitigation Grant Program...

Attachments

minutes
letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/05/2015 09:58 AM
Manuel Chapa	Manuel Chapa	11/06/2015 10:08 AM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Sandra Deleon		Started On: 11/05/2015 09:29 AM
Final Approval Date: 11/06/2015		

SCHOOL BOARD MEETING
BOARD APPROVED
SEP 0 9 2015
LA JOYA I.S.D.
SUPERINTENDENT'S OFFICE

DATE: September 3, 2015

SUBJECT: Approval of Minutes

RATIONALE/NEED: Approval is needed for the following minutes:

- Special Called Meeting – Monday, August 10, 2015

RECOMMENDATION: I recommend approval

COST:

BUDGET SOURCE:

RELATED INFORMATION INCLUDED:

- Special Called Meeting – Monday, August 10, 2015

****

INITIATED BY: Blanca E. Cantu, Public Relations Officer BC

REVIEWED BY: Dr. Alda Benavides, Superintendent (as)

SUPERINTENDENT'S APPROVAL: Alda Benavides

NOTICE OF MEETING
La Joya Independent School District
Board of Trustees
Special Called Meeting
Central Administration at Nellie Schunior
Staff Development Center
Monday, August 10, 2015
6:00 P.M.

At any time during the course of this meeting, the Board may retire to Executive Session under Texas Government Code, Section 551.071 (2) to confer with its legal counsel on any subject matter in this agenda in which the duty of the school district's attorney to the school district's Board of Trustees under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. At any time during the course of this meeting, the Board of Trustees may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code.

AT THIS MEETING THE BOARD OF TRUSTEES MAY DELIBERATE ON AND TAKE ANY ACTION DEEMED APPROPRIATE BY THE BOARD OF TRUSTEES ON THE FOLLOWING SUBJECTS:

I. Call Meeting to Order

Johnn Valente Alaniz, President of the Board of Trustees, called the meeting to order at 6:14 p.m.

II. Roll Call & Declare Quorum

Members present to witness: Johnn Valente Alaniz, Joel García, Sr., Juan José "JJ" Garza, Juan José "JJ" Peña, Jr. And Esperanza "Espie" Ochoa

NOT PRESENT:
Jesús "Chuy" Avendaño
Oscar "Coach" Salinas

Oscar "Coach" Salinas walked in at 6:27 p.m.

III. Pledge of Allegiance

IV. Approval of Minutes

1. Juan José "JJ" Garza moved to approve Special Called Meeting – July 27, 2015. Joel Garcia seconded and the motion carried unanimously.

V. Superintendent's Report

1. GEM Project (Girls Engaged in Mathematics) Summer Camp Recognition
2. Information on 2015 Property Tax Rates
3. Recognition of Dr. Alda T. Benavides, Superintendent of Schools as Superintendent of the Year for Region One
   (Allow time for short recess)

VI. Discussion Items

No Items

VII. Public Comments

VIII. Consent Agenda

Juan José "JJ" Garza *moved to approve Consent Agenda Items with removal of Item B.6. Oscar "Coach" Salinas seconded and the motion carried unanimously.*

IX. A. Contracts

1. Oscar "Coach" Salinas moved to approve Region One Education Service Center SubHub Services. Juan José "JJ" Garza seconded and the motion carried unanimously.

B. Bids

1.* *Football Bid #2015-43 at a total cost of $172,661.08 to the following: America Team Sports of Richardson, TX at a cost of $9,934.50; Barcelona Sporting Goods of Houston, TX at a cost of $13,720.50; Bill Guthrie Sports, Inc. of Harlingen, TX at a cost of $12,094.05; Buddy's All Stars of Burbank, CA at a cost of $23,833.02; Healy Awards, Inc. of Menomonee Falls, WI at a cost of $1,193.75; Lids Team Sports of Indianapolis, IN at a cost of $11,403.86; Pyramid School Products of Tampa, FL at a cost of $250.00; Riddell of San Antonio, TX at a cost of $83,802.90; School Specialty, Inc. of Greenville, WI at a cost of $2,156.00; Team Express Distributing, LLC of San Antonio, TX at a cost of $10,609.50; The Neff Company of Greenville, OH at a cost of $913.00; T-Shirt Express of Mission, TX at a cost of $2,750.00.*

2.* *Onsite Clinic Services Competitive Sealed Proposal #2015-61 to HelathSmart Primary Care Clinics, LP of Irving, TX at an estimated cost of $620,340.00 (2015-2016 Fiscal Year)*

3.* *Awards & Incentives Catalog Bid # 2015-70 at an estimated cost of $700,000.00 per year (Aggregate estimate including Bid No. 2013-014, Bid No. 2013-064, Bid No. 2014-014 and Bid No. 2014-79) to the following: 123 Screen Printing of Mission, TX; A&L of McAllen, TX; ACE Promotions of Dallas, TX; Amistad Wholesale Floral & Crafts of McAllen, TX; Buffalo Business Products, LLC of Hurst, TX; Champion Awards of Weslaco, TX; Cielo Office Products of McAllen, TX; Copy Plus of McAllen, TX; Correa's Screen Printing of San Juan, TX; Crestline Specialties, Inc. of Cincinnati, ME; Curtis 1000 of McAllen, TX; Deanan Gourmet Popcorn of Wylie, TX; Duratex Apparel of McAllen, TX; Elite Promotions of Brownsville, TX; Exclusive Decals & Screenprinting of Alton, TX; Flores Floral of La Joya, TX; Gandy Ink of San Angelo, TX; Gateway Printing & Office Supply, Inc. of San Antonio, TX; Glendale Parade Store, LLC of Northvale, NJ; Grande Valle Apparel of San Benito, TX; GMT Sportswear of Dallas, TX; Images In Ink of McAllen, TX; Imprint Resources of Richardson, TX; Jones School Supply, Inc. of Columbus, SC; K.C. AD Specialties, Inc. of McAllen, TX; Lamac, Inc. of McAllen, TX; McAllen Sports of McAllen, TX; Music in Motion of Plano, TX; Office Depot, Inc. of McAllen, TX; Oriental Trading Company of Des Moines, IA; Pamplona Sports of McAllen, TX; Positive Promotions of Hauppauge, NY; Pro-Tuff Decals of Crystal Lake, IL; Promo Masters of Mission, TX; Rossys Floreria of Peñitas, TX; Rydin Decal of Elk Grove Village, IL; Southwest Emblem Company of Cisco, TX;*

Sparkling Treasures of McAllen, TX; Terri's Stuff of Killen, TX; The Master Teacher of Manhattan, KS; The Neff Company of Greenville, OH; TMF Tours and Travel/TMF Plaques, T-Shirts, Trophies of San Juan, TX; TNT School Supplies, Inc. of Dawsonville, GA; Valley Sports of Mission, TX; Valley Sports Decals of McAllen, TX; Winner's World of Pharr, TX; World of Promotions of ELK Grove Village, IL.

4.* *Decorative Stationery Catalog Bid # 2015-71 at an estimated cost of $50,000.00 per year (Aggregate estimate including Bid No. 2013-063 & Bid No. 2014-78) to the following: Buffalo Business Products, LLC of Hurst, TX; Cielo Office Products of McAllen, TX; Copy Plus of McAllen, TX; Elite Promotions of Brownsville, TX; FasClampitt of McAllen, TX; Flores Floral of La Joya, TX; Gateway Printing & Office Supply, Inc. of San Antonio, TX; Lamac, Inc. of McAllen, TX.*

5.* *Fuel Services Competitive Sealed Proposal # 2015-76 at an estimated Annual Cost of $1,500,000.00 to the following: Arguindegui Oil Co II, Ltd. of Laredo, TX; Gold Star Petroleum, Inc. of San Juan, TX; Mansfield Oil Company of Gainsesville, Inc. of Gainesville, GA; Petroleum Traders Corporation of Fort Wayne, IN.*

6. Oscar "Coach" Salinas moved to approve Special Education Related and Appraisal Related Services Competitive Sealed Proposal # 2015-79 to Thera-Kids, Inc. of Mission, TX at an estimated cost of $375,000.00 per year. Joel Garcia seconded and the motion carried unanimously.

7.* *Certified Nurse Assistant & Phlebotomy Student Training Competitive Sealed Proposal # 2015-82 to South Texas Vocational institute, LLC of McAllen, TX at an estimated cost of $300,000.00.*

8.* *Excess Workers' Compensation Insurance Second-Year Extension Competitive Sealed Proposal # 2014-82 at an estimated cost of $90,437.00 (Secod-Year Term) to*

-Agency: Shepard Walton King Insurance Group of McAllen, TX
-Insurer: Safety National Casualty Corporation

C. Business and Finance

1.* *Application for Payment of Engineering Fees No. 1 for La Joya High School HVAC Renovations to MEP Solutions Engineering of McAllen, TX at a cost of $57,600.00.*

2.* *Application for Payment of Architectural Fees No. 2 for the Redesign of La Joya ISD FEMA Safe Shelter Dome Structure to Gignac & Associates LLP of Corpus Christi, TX at a cost of $56,184.57.*

3.* *Application for Payment of Engineering Fees No. 3 for HVAC Renovations at Guillermo Flores Elementary School Project to Ethos Engineering of Harlingen, TX at a cost of $21,176.96.*

4.* *Application and Certificate for Payment of Contractor's Fees No. 3 to Provide and Deliver a Design/Build Project for the Upgrade of the HVAC System at Camarena Elementary to D&F Industries, Inc. of Pharr, TX at a cost of $107,143.85.*

5.* *Application and Certificate for Payment of Contractor's Fees No. 3 for the Construction of the New La Joya ISD Natatorium Project to Texas Descon L.P. of McAllen, TX at a cost of $495,246.00.*

6. Juan José "JJ" Peña moved to Rejection of Competitive Sealed Proposals Received for La Joya ISD FEMA Safe Shelter Dome Structure. Oscar "Coach" Salinas seconded and the motion carried unanimously.
7. Juan José "JJ" Garza moved to approve Certification of 2015 Appraisal Roll Totals. Joel Garcia seconded and the motion carried unanimously.
8. Juan José "JJ" Garza moved to approve Designate the Person to Calculate the Effective and Rollback Tax Rate. Joel Garcia seconded and the motion carried unanimously.
9. Juan José "JJ" Garza moved to approve 2014 Excess Debt Collections. Oscar "Coach" Salinas seconded and the motion carried unanimously.
10. Juan José "JJ" Garza moved to approve 2015 Anticipated Collection Rate. Oscar "Coach" Salinas seconded and the motion carried unanimously.
11. Juan José "JJ" Garza moved to approve Change in Prescription Formulary. Oscar "Coach" Salinas seconded and the motion carried unanimously.
12. Oscar "Coach" Salinas moved to approve to Establish Out of Pocket Max for Prescription Plan Due to Affordable Care Act Requirement. Juan José "JJ" Garza seconded and the motion carried unanimously.
13. Joel Garcia moved to approve to Set the Date, Time and Place for a Public Meeting to Discuss the 2015-2016 Budget and 2015 Proposed Tax Rate. Oscar "Coach" Salinas seconded and the motion carried unanimously.

    Date: August 26, 2015
    Time: 5:30 p.m.
    Place: Central Administration at Nellie Schunior Staff Development Center
    200 West Expressway 83,
    La Joya, TX 78560

14. Joel Garcia moved to approve Appointment of 2015 Official Delegate to the Texas Association of School Boards. Oscar "Coach" Salinas seconded and the motion carried unanimously.

D. Instruction

No Items

E. Human Resources & Student Services

1. Oscar "Coach" Salinas moved to approve Professional Legal Services. Joel Garcia seconded and the motion carried unanimously.
2. Joel Garcia moved to Approval of the La Joya ISD Police Department Stipends for Sergeant and Lieutenant Positions. Juan José "JJ" Peña seconded and the motion carried unanimously.

   Stipend of $2,000.00 for Sergeant
   Stipend of $3,000.00 for Leutenant

Public Hearing to Open at 7:04 p.m.
Public Hearing to End at 7:10 p.m.

3. **TABLED** - Juan José "JJ" Peña moved to **TABLE** Public Hearing and Approval of Salary Adjustments Regarding Payment in Excess of Contractual Amount. Esperanza "Espie" Ochoa seconded and the motion carried. Joel Garcia voted nay.

Reynaldo Cedillo	Compliance & Energy Director	$5,000.00
Ricardo Villarreal	Asst. Supt. For HR & SS	$12,000.00
Antonio Villarreal	Custodial Manager	$8,003.00
Total		$25,003.00

F. Into Executive Session

Johnn Valente Alaniz, President of the Board of Trustees, called the meeting Into Executive Session at 7:12 p.m.

- Deliberation on Employment of Professional, Classified & Auxiliary Personnel (Texas Government Code § Sec. 551.074)
- Deliberation on Resignation of Professional, Classified & Auxiliary Personnel (Texas Government Code § Sec. 551.074)
- Consultation and Update with Legal Counsel Regarding General Litigation (Texas Government Code § Sec. 551.071)
- Deliberation on Purchase, Exchange, Lease, or Value of Real Property (Texas Government Code § Sec. 551.072)

G. Out of Executive Session

Johnn Valente Alaniz, President of the Board of Trustees, called the meeting Out Executive Session at 7:42 p.m.

H. Personnel

Oscar "Coach" Salinas moved to approve Item #1 through Item #3. Juan José "JJ" Peña seconded and the motion carried unanimously.

1. Employment of Professional Personnel

Teaching:	Current Employment	Position Type of Contract Campus/Dept.	Address

De Leon, Carlos I.	New Employee	Technology Education Probationary Contract Juarez-Lincoln High School	2108 Happy St Mission, TX 78573
Moreno, Victoriano	New Employee	6th Grade Teacher Probationary Contract Domingo Trevino Middle School	4309 Rio Grande Ln. Mission, TX 78572
Non-Teaching:	**Current Employment**	**Position Type of Contract Campus/Dept.**	**Address**
Benavides, Matthew M.	New Employee	Speech Pathologist Probationary Contract Special Education Department	4101 Green Jay Drive Mission, TX 78572
Ramirez, Lydia Marie	Current Employee Juarez-Lincoln HS	Educational Diagnostician Probationary Contract Special Education Department	2204 Goldcrest Ave McAllen, TX 78504
Gonzalez, Ludivina	Current Employee J.K.F. Elementary	Speech Language Therapist Assistant Probationary Contract Special Education Department	P.O. Box 1076 Penitas, TX 78576
Hernandez, Ana	New Employee	Speech Language Therapist Assistant Term Contract Special Education Department	P.O. Box 194 Sullivan City, TX 78595
Saenz, Magdalena	Current Employee Seguin Elementary	Speech Language Therapist Assistant Term Contract Special Education Department	703 N. FM 492 Palmview, TX 78574
ATTACHMENT			
Teaching:	**Current Employment**	**Position Type of Contract Campus/Dept.**	**Address**
Arrellano, Megan Jesslyn	New Employee	9th-12th Science Teacher Probationary Contract Palmview High School	18917 Fred Leal Dr San Benito, TX 78586
Cabral, Gisel	New Employee	1st Grade Teacher Probationary Contract Leo J. Leo Elementary	2407 Moonlight Lane Apt. 1 Edinburg, TX 78541
Cerda, Adriana	Returning Employee Substitute Teacher	6th Grade ELS/SS Teacher Probationary Contract Dr. Javier Saenz Middle School	P.O. Box 1154 Penitas, TX 78576
Duran, Edy Z.	Returning Employee Teacher Irene Garcia MS	8th Grade Math Teacher Probationary Contract Dr. Javier Saenz Middle School	1516 Vatia Blvd. Mission, TX 78572
Gama, Melissa	New Employee	2nd Grade Teacher Probationary Contract Leo J. Leo Elementary	511 Ramirez Lane Mission, TX 78573
Garcia, Daniella D.	New Employee	8th Grade ELA Teacher Probationary Contract Domingo Trevino Middle School	1881 W. Quito Ave. Rio Grande City, TX 78582
Rios, Amelia	New Employee	5th Grade Dual Teacher Probationary Contract Evangelina Garza Elementary	1534 N. Armagoza Dr Edinburg, TX 78541

Trevino, Veronica	New Employee	Unassigned Probationary Contract Evangelina Garza Elementary	2821 Toronto Ave. McAllen, TX 78503
Non-Teaching:	**Current Employment**	**Position Type of Contract Campus/Dept.**	**Address**
Moreno, Alma D.	Returning Employee RN La Joya High School	RN Term Contract Mendiola Elementary	4207 Doveweed St Mission, TX 78574

2. Employment of Classified Staff

ATTACHMENT

Non-Teaching:	**Campus/Department:**	**Assignment:**
Lopez, Anna C.	C.O.-Human Resources Department	HR Vault Clerk
Orozco, Michael R.	Juarez-Lincoln High School	Sp. Ed. Instructional Assistant
Salinas, Stella	Leo J. Leo Elementary	Supervisor/Counselor's Clerk

Non-Teaching:	**Campus/Department:**	**Assignment:**
Alvarez, Martha	Child Nutrition Services	Cafeteria Helper
Cardenas Jr., Friaco	Child Nutrition Services	CNS General Maintenance
Mendiola, Petra	Child Nutrition Services	CNS Production Record Clerk
Mercado, Felix	Child Nutrition Services	CNS General Maintenance
Pena, Erika	Child Nutrition Services	Cafeteria Helper
Tovar, Maria E.	Child Nutrition Services	CNS Production Record Clerk

3. Staff Resignation(s)

ATTACHMENT

Classified/Auxiliary	**Campus / Department**	**Assignment**	**Reason**
Delgado, Marco	La Joya Police Department	Police Department	Professional Growth Effective: 8/07/2015
Guerra, Nidia Marisa	Clinton Elementary	Sp. Ed. Self-Contained Inst. Asst.	Educational Growth Effective: 6/02/2015
Vela, Rosario	J. D. Salinas Middle School	LPAC Clerk	None Stated Effective: 8/13/2015
Vela, Rosa Aurora	Diaz-Villarreal Elementary	Cafeteria Helper	Retirement Effective: 6/02/2015

Professional	**Campus / Department**	**Assignment**	**Reason**
Gonzalez, Michael Anthony	Ann Richards Middle School	Reading Teacher	Job Opportunity Effective: **Pending Replacement**
Murray, Maria De Jesus	Leo J. Leo Elementary	1st Grade Teacher	Job Opportunity Effective: **Pending Replacement**
Rodriguez, Maria	Leo J. Leo Elementary	2nd Grade Teacher	Job Opportunity Effective: **Pending Replacement**
Sheets, Todd	Domingo Trevino Middle School	Theatre Arts Teacher	Medical Reasons Effective: **Pending Replacement**

La Joya
Independent School District
Facilities Department
201 East Expressway
La Joya, TX. 78560
Tel (956) 323-2125

Board of Trustees
Johnn Valente Alaniz, *President*
Joel García, *Vice-President*
Juan José "JJ" Garza, *Secretary*
Jesús "Chuy" Avendaño, *Member*
Oscar "Coach" Salinas, *Member*
Juan José "JJ" Peña, Jr., *Member*
Esperanza "Espie" Ochoa, *Member*

August 17, 2015

RECEIVED
SEP 14 2015
COUNTY JUDGE

Honorable Judge Ramon Garcia
302 West University Drive
Edinburg, Texas 78539

Dear Honorable Judge Garcia,

The La Joya Independent School District is respectfully requesting withdrawal from the TSSI Dome Shelter Grant. The School Board of Trustees voted not to proceed with project at their regular scheduled meeting of August 10, 2015. The decision was based on the fact that this project was advertised twice and the proposals received exceeded the budgeted amount. Attached you will find copies of the meeting minutes detailing the outcome.

Thank you for your attention to this matter. If further information is required feel free to contact Daniel Garza, Facilities Department Director at (956) 323-2125.

Respectfully,

Alda Benavides

Dr. Alda T. Benavides
Superintendent of Schools

AI-52064 **Community Service Agency** **16. A.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Jaime Longoria, COMMUNITY SERVICE AGENCY

Submitted By: Hermelinda(Linda) Ramirez, COMMUNITY SERVICE AGENCY

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

Approval of Proclamation in honor of Veterans involved in Community Service.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact to Co.

Attachments

Veterans Day Proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/03/2015 11:17 AM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM

Form Started By: Hermelinda(Linda) Ramirez Started On: 11/02/2015 11:25 AM

Final Approval Date: 11/06/2015

Veterans Day Proclamation

Whereas: Hidalgo County Veterans stepped forward when America needed them the most. In conflicts around the world, their sacrifice and resolve helped destroy the enemies of freedom and saved millions from oppression;

Whereas: the 11th of November 1918, marked the end of the 'war to end all wars' and the cessation of the most destructive, sanguinary, and far reaching war in human annals and the resumption by the people of the United States of peaceful relations with other nations, which we hope may never again be severed;

Whereas: on June 1, 1954 Congress declared that Armistice Day should be Veterans Day to honor all who had served in all wars to preserve world peace and on October 8, 1954 President Dwight D. Eisenhower issued the first Veterans Day Proclamation;

Whereas: thousands of Hidalgo County residents have proudly served in the Armed Forces, and by answering the call to duty, risked their lives in response to combat, peacekeeping missions, rescue operations, and humanitarian relief efforts;

Whereas: Hidalgo County supports Community Service Agency's Retired Senior Volunteer Program that serves veterans and military families;

Whereas: the Community Service Agency sponsors the Retired Senior Volunteer Program which honors and recognizes veterans doing volunteer work that improves lives and strengthens communities; and

Whereas: Veterans are continuously answering the call to duty in their respective community and doing volunteer work in our local schools, municipalities, hospitals, food pantries and disaster relief centers.

Now, Therefore, Be it Resolved that the Hidalgo County Commissioners' Court, does hereby proclaim November 11, 2015, as Veterans Day and urges all citizens of Hidalgo County to recognize the valor, sacrifice, service and volunteerism of our veterans through ceremonies and prayers.

Approved this ___day of November 2015.

_____
Ramon Garcia
Hidalgo County Judge

_____
A. C. Cuellar
County Commissioner, Pct. 1

_____
Eduardo "Eddie" Cantu
County Commissioner, Pct. 2

_____
Joe M. Flores
County Commissioner, Pct. 3

_____
Joseph Palacios
County Commissioner, Pct. 4

_____
Attest: Arturo Guajardo, Jr.,
County Clerk

AI-52153 **Community Service Agency** **16. B.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Jaime Longoria, COMMUNITY SERVICE AGENCY

Submitted By: Hermelinda(Linda) Ramirez, COMMUNITY SERVICE AGENCY

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

Approval of and authorization to submit letter of response to the Texas Department of Housing and Community Affairs monitoring report dated October 23, 2015.

BACKGROUND

Fiscal Impact

Attachments

LETTER

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/06/2015 08:14 AM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM

Form Started By: Hermelinda(Linda) Ramirez Started On: 11/05/2015 04:04 PM

Final Approval Date: 11/06/2015

16B
11/10/15

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

www.tdhca.state.tx.us

Greg Abbott
GOVERNOR

BOARD MEMBERS
J. Paul Oxer, *Chair*
Juan S. Muñoz, PhD, *Vice Chair*
Leslie Bingham-Escareño
T. Tolbert Chisum
Tom H. Gann
J.B. Goodwin

October 23, 2015

Writer's direct dial: 512.475.4608
Email: earnest.hunt@tdhca.state.tx.us

Mr. Jaime Longoria
Interim Executive Director
Hidalgo County Community Services Agency
PO Box 204
Edinburg, TX 78540

RE: MONITORING REPORT
CEAP CONTRACTS #58150002108, #58140002229, #58140001799
CSBG CONTRACT #6115002185, #61140001850, #61130001583

Dear Mr. Longoria:

Enclosed is a report for the monitoring review conducted by Department Monitor Kevin Glienke on September 28 – 30, 2015, of the Comprehensive Energy Assistance Program ("CEAP") and Community Services Block Grant ("CSBG") contracts between Hidalgo County Community Services Agency ("HCCSA") and the Texas Department of Housing and Community Affairs ("Department"). The goal of the review was to provide reasonable but not absolute assurance regarding compliance with federal and state requirements and program objectives.

To achieve this goal, a sample of activities were randomly selected and tested. The attached monitoring report discloses five (5) findings, three (3) concerns, and one (1) observation. Please submit a response to this report by November 23, 2015 (the corrective action deadline). Failure to respond and complete the requirements of the report may lead to the referral of HCCSA to the Enforcement Committee. In addition, any uncorrected findings or findings that were not corrected during the corrective action period will be taken into consideration the next time HCCSA is considered for additional Department funds. Therefore, if you do not agree with finding in this letter or require additional time to correct the matter, please contact the Patricia Murphy, Chief of Compliance prior to the corrective action deadline.

The Department appreciates the cooperation and hospitality extended to the Compliance Monitoring staff. In the next 30 days, you will receive an email with a link to a survey. The Department welcomes and solicits your feedback on this monitoring process. Should you have a question or require assistance, please do not hesitate to contact me.

Sincerely,

EARNEST L HUNT

Earnest Hunt
2015.10.23
09:29:05 -05'00'

Earnest Hunt
Director of Compliance Subrecipient Monitoring

cc: Julian Martinez
Judge Ramon Garcia
(100 East Cano St 78539)

Findings
Noted in the Review

Finding #1: Non-compliance with Board Requirements
Program: CSBG
A review of the board information provided during the monitoring review showed a lack of compliance with board requirements, as well as non-compliance with HCCSA Board Bylaws.

Finding #1A: Board Meeting Requirements
A review of compliance with Board Meeting Requirements identified training completion certificates not being maintained for eight (8) of the Board of Directors. Specifically, HCCSA did not have documentation reflecting completion of the Open Meeting Training and the Public Information Certificate for the Board Members identified in Table 1 below. The Texas Government Code and the Texas Administrative Code ("TAC") requires that Subrecipients maintain a copy of board training certificates issued to the Board member upon completion of all required trainings. **Reference: Texas Government Code, Title 5, §551.005; 10 TAC §5.217.**

Table 1

Board Member Name	Need Open Meetings Training Certificate?	Need Public Information Certificate?
San Juanita Sanchez	Yes	Yes
Baudelia Rojas	No	Yes
Thelma Garza	Yes	Yes
Harold Requenez	Yes	Yes
Armando Dominguez	Yes	Yes
Julian Martinez	Yes	Yes
Oralia Salinas	Yes	No
Marie Salazar	Yes	No

Finding #1A Action Required: HCCSA shall obtain and maintain training completion certificates, for all members of the Board of Directors. If any Board members have not completed the required trainings, HCCSA must facilitate the ability for the Board members to complete the training. As part of the response to this report, HCCSA must provide copies of the training completion certificates for the respective Board members.

Finding #1B: Tri-Partite Board Structure
A review of the current board roster showed that the current makeup of the HCCSA Board is: two (2) public sector representatives, three (3) private sector representatives, and four (4) low income sector representatives. The Texas Administrative Code ("TAC") requires that the Subrecipient Board structure be at least one-third elected public officials holding office on the date of the selection, or their representatives. **Reference: CSBG ACT Sec 676 (2) A-C; 10 TAC §5.213(a)(1); HCCSA Board Bylaws Section III(A)**

Finding #1C: Election Selection Process and Documentation
A review of the current board roster showed the current makeup of the HCCSA Board has four (4) low income sector representatives. During the monitoring trip, HCCSA was only able to provide election documentation for 3 of the 4 low income representatives, **Reference: 10 TAC §5.213**

Finding #1B & #1C Action Required: HCCSA must address the positions to ensure compliance with the tri-partite board structure as well as get up-to-date with the democratic selection procedures for the required

board positions, which at a minimum are representatives of the low-income sector. As part of the response to this report, HCCSA must submit a plan of action and corresponding timeline to have both of these issues addressed within the next six (6) months. Verification of compliance with the submitted plan of action will be checked in the next monitoring of HCCSA.

Note #1: The Department recognizes that HCCSA is in the process of editing and updating their board bylaws. Discussion with HCCSA staff indicated that they believed the adoption of the updated bylaws would be completed within the next couple months, by the end of November 2015 at the latest. The required actions for the above finding should all be taken into consideration with the drafted version of the new bylaws in mind. The Department recommends that HCCSA have the updated board bylaws be reviewed by an attorney, which is a requirement of the upcoming 2016 CSBG Organizational Standard 5.3.

Finding #2: Inaccurate Monthly Financial Reconciliations
Program: CSBG & CEAP

A review of the HCCSA general ledger, randomly selected months of expenditures from both the CEAP and CSBG programs, and monthly bank statements showed multiple areas where the general ledger totals did not accurately reconcile to the corresponding expenditure report or bank statement.

Finding #2A: Inaccurate Monthly Expenditure Report Reconciliation
Program: CEAP

A review of the general ledger revealed that two months: April 2015 Monthly Expenditure Report ("MER") and May 2015 MER do not reconcile to the general ledger. Those discrepancies are identified in Tables 2-3 below. The Texas Uniform and Grant Management Standards ("UGMS") requires current, accurate, and complete financial information be maintained. **Reference: UGMS Part III, Subpart C.**

Table 2
April 2015
#58150002108

	Admin	Crisis Component	UA Component	Program Services	Travel	TOTAL
MER Reported	$29,092.25	$11,884.72	$55,858.37	$16,542.11	$0.00	$113,377.45
General Ledger	$29,092.25	$11,884.72	$55,631.08	$16,542.11	$0.00	$113,150.16
Variance	$0.00	$0.00	$227.29	$0.00	$0.00	$227.29

Table 3
May 2015
#58140002229

	Admin	Crisis Component	UA Component	Program Services	Travel	TOTAL
MER Reported	$43,642.98	$17,036.32	$92,118.81	$41,094.27	$0.00	$193,892.38
General Ledger	$43,669.61	$17,036.32	$92,118.81	$41,094.27	$0.00	$193,949.01
Variance	$56.63	$0.00	$0.00	$0.00	$0.00	$56.63

Finding #2A Action Required: HCCSA must identify what caused the discrepancies on this monthly report and then make the proper adjustments on the next MER to ensure the financial reporting numbers accurately reconcile to their general ledger. As part of the response to this report, HCCSA must: (1) provide copies of this accounting adjustment process to ensure accurate reconciliation with the expenditures reported to the Department and (2) develop and implement a sufficient internal process to minimize this type of potential error again and provide of copy of this process.

Finding #2B: Inaccurate Cash Reconciliation
Program: CEAP & CSBG
A review of the July 2015 general ledger and bank balance statement revealed that cash amounts between the two reports did not reconcile accurately. According to the documentation provided during the monitoring visit, there is a $6,527.48 discrepancy between the bank balance and the general ledger; the discrepancy shows there is less money in the bank than is reflected in the general ledger through July 2015. The Texas Uniform and Grant Management tandards ("UGMS") requires current, accurate, and complete financial information be maintained. **Reference: UGMS Part III, Subpart C.**

Finding #2B Action Required: HCCSA must identify what caused that discrepancy between the general ledger and the bank balance statement. As part of the response to this report, HCCSA must: (1) provide copies of the documentation of what caused the discrepancy, (2) show that the September 2015 bank balance statement and general ledger reconcile properly, and (3) develop and implement a sufficient internal process to minimize this type of potential error again and provide of copy of this process.

Finding #3: Lack of Inventory Form Submissions
Program: CEAP & CSBG
A review of documents submitted to the Department revealed HCCSA has not submitted an inventory form for either the CEAP or CSBG program for at least the past two years. Per program contracts, HCCSA must submit a cumulative inventory form of all equipment acquired, in whole or in part, with applicable program funds under this or previous program contracts, with a unit acquisition cost of $5,000.00 and/or a useful life of more than one year, within forty-five (45) days of the end of the program contract term. **Reference: CEAP & CSBG Contracts Section 10**

Note #2: The Department recognizes that this was also a finding in HCCSA's most recent single audit for FYE 12/31/14. HCCSA responded to the audit on August 19, 2015, stating they would send a report to each grantor agency for the current fiscal year of inventory and equipment; as of October 6, 2015, nothing was received by the Department.

Action Required: Submission of updated inventory forms for both programs is a contract requirement. The process for inventory form submission is: (1) accurately complete the inventory form located on the Department website; (2) electronically submit the completed form(s) to Department Community Affairs Fiscal Staff within forty-five days of contract end date. An inventory form is required to be submitted, even if there is no inventory that meets the dollar threshold for the inventory form. HCCSA must submit an inventory form for PY14 for both the CEAP and CSBG programs to the appropriate Department staff, as well as provide a copy of those forms as part of the response to this report.

Finding #4: Inaccurate Monthly Performance Reporting
Program: CSBG

Through the August 2015 Monthly Performance Report (MPR), HCCSA has inaccurately reported the total number of people transitioned out of poverty (TOP) under the PY15 CSBG contract. A review of CSBG client files identified three (3) households that have been TOP'd, with a total of eleven (11) individuals that should be reported; the August MPR currently has fourteen (14) individuals reported as TOP'd. Discussion with HCCSA staff indicated the mistake was a simple human input error. In order to report a household as one that has been transitioned out of poverty, HCCSA must maintain 90 days of income documentation showing that the household's income is over 125% of poverty as a result of services provided by HCCSA. HCCSA must report accurate information as the Department relies on reports from our Subrecipients to ensure program goals and requirements are met. **Reference: 10 TAC §5.207(j)(3)(K); CSBG Monthly Performance Reporting Forms and Instructions Part XII**

Action Required: HCCSA must make the appropriate adjustment on the upcoming MPR to accurately report the total cumulative number of individuals that have been successfully TOP'd under the PY15 CSBG contract. As part of the response to this report, HCCSA must provide documentation of the adjustment being made in the contract reporting system.

Finding #5: Not Meeting Transition Out of Poverty (TOP) Goals
Program: CSBG

A review of prior program year Community Action Plans and Monthly Expenditure Reports reflects low TOP performance and slow expenditure levels in the last four (4) CSBG contract periods. Table 1 below reflects HCCSA's TOP goals, actual TOPs, and expenditure rates for each respective contract period. The Department reminds HCCSA that one of the goals of the CSBG program is to reduce poverty by empowering low-income families to become fully self-sufficient and transition them out of poverty. The goal for number of people HCCSA is expected to TOP is identified annually in the CAP Plan.

The Department also notes HCCSA's unacceptably slow expenditure rates in the CSBG program. Standard CSBG contract terms are 12 months; HCCSA has received contract extensions from the Department for each program year identified below to allow for full contract expenditure. During the monitoring visit, Department staff had a discussion with HCCSA staff about the consistent contract extensions from previous program years and the compounded effect on HCCSA's ability to fully expend the program funds within the allotted original contract period. The Department recommends that when a contract extension is granted, HCCSA modify the subsequent contract period's CAP plan and program budget to reflect 100% allowable expenditure of the program budget and the activities to be performed within the remaining term of the contract period. As of August 2015, HCCSA has expended 28.62% of the 2015 CSBG award with a 66% of the contract term expired. **Reference: 10 TAC §5.202; HCCSA Community Action Plans**

Program Year	Contract Number	Original Contract Term	TOP Goal	Expenditure at end of Original Contract term.	Contract Extension	Actual TOP	Time Needed to Expend Contract
PY12	61120001323	1/1/12 – 12/31/12	25	54.88 %	6/30/13	10	18 months (Budget was fully expended in June 2013)
PY13	61130001583	1/1/13- 12/31/13	69	46.35 %	5/30/14	0	17 months (Budget was fully expended in May 2014)
PY14	61140001850	1/1/14- 12/31/14	65	60.74 %	7/31/15	0	19 months (Budget was fully expended in July 2015)
PY15	61150002185	1/1/15- 12/31/15	65	N/A	N/A	14	Percentage of contract expended, as of August 2015, is 28.62%.

Action Required: HCCSA's 2016 Community Action Plan was submitted October 1, 2015. The Community Action Plan submitted is designed to address the needs identified in HCCSA's updated Community Needs Assessment and Strategic Plan. HCCSA must develop a plan to address how they will appropriately and fully expend the remaining 2015 funds as quickly as possible as well as how they expect to appropriately and fully expend their 2016 CSBG funds in the appropriate time frame; HCCSA must provide a copy of this plan as part of the response to this report.

Concerns Noted in the Review

Concern #1: High Administrative Expenditure Level
Program: CEAP
Through the August 2015 expenditure reports, HCCSA's CEAP Contract #58150002113 has an Administrative ratio of 8.65%; the maximum allowable ratio for CEAP is 6.25%. HCCSA is reminded that they must be at or below 6.25% by the end of the contract term, which is December 31, 2015; any amount in excess could be disallowed. **Reference: CEAP Contract Exhibit A.**

Note #3: Through the August 2015 expenditure report, HCCSA has spent 52.38% of the CEAP contract while 66% of the contract period has expired. Discussion with HCCSA staff indicated that they expect complete contract expenditure by the end of the contract period. The Department reminds HCCSA that CSBG funds are not allowed to be used to cover any CEAP Admin charges.

Action Required: By the end of the contract closeout period, HCCSA must have the Administrative ratio at or below the acceptable amount or will face disallowed costs for the overages. For the purposes of this report, there is no required action for this concern.

Concern #2: Need to Update Cost Allocation Plan Methodology
Program: CEAP & CSBG
During the monitoring process, multiple charges were reviewed that were accurately allocated amongst TDHCA grants according to the latest HCCSA Cost Allocation Plan, which was last updated in February 2015. The review of the methodology for the Cost Allocation Plan showed one over-arching methodology that determined allocation percentages, and was then applied to all the different indirect costs. Per federal requirements, "a cost is allocable to a particular Federal award or other cost objective if the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with relative benefits received." **Reference: 2 CFR 200.400s, UGMS II Attachments A & C**

Action Required: During the monitoring, HCCSA staff revealed that the Cost Allocation Plan, including the methodology, are being updated. The Department recommends that HCCSA verify/update the Cost Allocation Plan annually, at a minimum. Verification of the updated Cost Allocation Plan will be checked in the next monitoring of HCCSA. For the purposes of this report, there is no required action for this concern.

Concern #3: Missing Procurement Contract Provisions
Programs: CEAP, CSBG
The Department reviewed the contract between HCCSA and Shah Software and noted that it is missing required contract clauses. The UGMS and TAC requires the contracts to include the terms, conditions, and specifications of the services provided and contract provisions listed in UGMS and the TAC. **Reference: UGMS III Sub Part C_.36 (b) (2) & (i), CEAP/CSBG Contracts Section 9 (C), 10 TAC §5.10.**

Action Required: HCCSA must execute a contract with Shah that contains all required contract terms. As part of the response to this report, HCCSA must provide a copy of the executed contract.

Note #4: The Department recognizes that HCCSA procured Shah Software NewGen as a sole source provider utilizing their county legal team and their county purchasing department for this process. The Department is aware that there are other client software providers available for procurement. The Department reminds HCCSA that for any and all applicable procurements relative to TDHCA grants, all applicable rules and regulations must be followed, including the requirement to allow for free and open competition.

Observations
Noted in the Review

Observation #1:
The Department is aware that HCCSA has had significant staff changes over the past six months as well as significant changes and adjustments to both CEAP and CSBG program processes and implementation. The Department has provided HCCSA with intensive on-site training to HCCSA in an effort to maximize the impact of these programs for the benefit of the community. As a result of this recent staffing and programmatic overhaul, the Department limited the scope of this monitoring review and did not review any PY15 CEAP or CSBG client files for compliance. Beginning with PY16, the Department expects HCCSA will be in complete compliance with all applicable rules and regulations as they are written.

AI-52002 **IT Department** **17. A.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

CONSTABLE PCT. 3
Authorization and approval of the End User Agreement H-GAC CONTRACT #CW10-14 included through the purchase of new GPS devices with service with SPRINT for the following:

Qty:	Description:	User:	Service Plan Charge:	Equipment Cost:
20	GPS units	Office Use		Geotab GO7/FL7 OBDII Modem @ $9.99 each
20	Data Plan	Office Use	Goetab Pro/FleetLocate w/Fusion 5mb Pooled Data Plan @ $24.25 each per month	

BACKGROUND

"Agreement document reviewed as to form by legal"

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-293-001-0-610/532

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

BUDGETARY IMPACT:

Amount available for requisition# 282818 as of 10-30-15 $927.30 for SPRINT

Attachments

Quote
Pricing
legal
agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/29/2015 02:27 PM
Manuel Chapa	Manuel Chapa	11/02/2015 02:26 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Griselda Salazar		Started On: 10/27/2015 01:45 PM
Final Approval Date: 11/06/2015		

Sprint

Sprint Wireless Equipment & Services Quotation

Geotab GO7/FL7 OBDII Modems & Geotab Pro/Fleet Locate Service $24.25/month.

Control Number:
150819RH

Customer Information	
Customer Name:	Hidalgo County Pct 3 Constables Office
Financial Contact Name:	Lazro "Larry" Gallardo Jr.
Address:	730 N. Breyfogle Suite B
City:	Mission
State:	TX
Zip:	78574
Financial Contact Phone:	956-205-7031/956-239-3368
Email Address:	larry.gallardo@co.hidalgo.tx.us
Acct # (if applicable):	NEW

Sales Representative Information	
Name & Title:	Robert Hahn - PSAM III
Phone:	956-227-8642
Email Address:	robert.hahn@sprint.com
Sprint Solutions, Inc.	
Remit To Address:	PO BOX 4191, Carol Stream, IL 60197-4191
Vendor PO Address:	12502 Sunrise Valley Drive, Reston VA 20196
Tax ID#	43-0882463
Contract Number:	HGAC CW10-14

QUOTE DATE:	Expiration Date:	Contract Vehicle:	Discounts	
			Accessory	MRC
08/19/15	10/31/15	HGAC CW10-14	20%	24%

Accessories

Qty.	Model	Suggested Retail Price	20% Discount	Equipment Subtotal
0		$0.00	$0.00	$0.00
0		$0.00	$0.00	$0.00
0		$0.00	$0.00	$0.00
0		$0.00	$0.00	$0.00
0			**Subtotal for Accessories**	**$0.00**

Equipment Options: Note Handset credit and promotions only apply per device with the purchase of an associated service plan

Qty.	Model	SKU#	Suggested Retail Price	2yr Gov Discount Price	Additional Discount	Net Equipment Cost	Equipment Subtotal
0			$0.00	$0.00	$0.00	$0.00	$0.00
0			$0.00	$0.00	$0.00	$0.00	$0.00
0			$0.00	$0.00	$0.00	$0.00	$0.00
0			$0.00	$0.00	$0.00	$0.00	$0.00
20	Geotab GO7/FL7 OBDII Modem		$199.99	$59.99	-$50.00	$9.99	$199.80
20						**Subtotal for Equipment***	**$199.80**

Monthly Recurring Rate Plan Charges

Qty.	Rate Plan	MRC	24% MRC Discount	Net Price	Extended Monthly Price
20	Geotab Pro/FleetLocate w/Fusion 5mb Pooled Data Plan	$24.25	NET	$24.25	$485.00
0		$0.00	$0.00	$0.00	$0.00
0		$0.00	$0.00	$0.00	$0.00
0		$0.00	$0.00	$0.00	$0.00
0		$0.00	$0.00	$0.00	$0.00
20				****Subtotal for monthly recurring service**	**$485.00**
				Enter number of months in contract	1
				Total Services Charge for Term	**$485.00**

Total Equipment Protection Monthly Recurring Charges

Qty.	Description	List MRC	Extended Monthly Price
0		$0.00	**$0.00**

Total One-Time Equipment & Accessory Charges	**$199.80**
****Subtotal for monthly recurring service**	**$485.00**
Total Estimated Credits (from page 2)	**$0.00**
Estimated first full month of service plus equipment and other charges	**$684.80**
Estimated total of contract (Monthly recurring charges only)	**$485.00**

This Quote Estimation is intended to provide approximate information about Sprint products and services and does not constitute an offer. Your actual costs and savings may vary. Additional taxes, fees and other charges may apply. The Estimate provided is subject to change at any time and other conditions may apply. Some services may be provided and billed through third parties. Pricing and promotions may have expiration dates, limited availability and term requirements.

**Monthly charges exclude taxes and Sprint Surcharges [incl. USF charge of up to 15.1% (varies quarterly), Administrative Charge (up to $2.50/line/mo.), Regulatory Charge (40¢/line/mo.) & state/local fees by area]. Sprint Surcharges are not taxes or gov't-required charges and are subject to change. Details: sprint.com/taxesandfees.

Sprint

Sprint Wireless Equipment & Services Quotation

Geotab GO7/FL7 OBDII Modems & Geotab Pro/Fleet Locate Service $24.25/month.

Control Number:
150819RH

Customer Information	
Customer Name:	Hidalgo County Pct 3 Constables Office
Financial Contact Name:	Lazro "Larry" Gallardo Jr.
Address:	730 N. Breyfogle Suite B
City:	Mission
State:	TX
Zip:	78574
Financial Contact Phone:	956-205-7031/956-239-3368
Email Address:	larry.gallardo@co.hidalgo.tx.us

Sales Representative Information	
Name & Title:	Robert Hahn - PSAM III
Phone:	956-227-8642
Email Address:	robert.hahn@sprint.com
	Sprint Solutions, Inc.
Remit To Address:	PO BOX 4191, Carol Stream, IL 60197-4191
Vendor PO Address:	12502 Sunrise Valley Drive, Reston VA 20196
Tax ID#	43-0882463
Contract Number:	HGAC CW10-14

Sprint Buyback and Recycling Program Credits

Sprint BuyBack and Recycling Program Credits. - This is an estimate only. Credits are calculated as an estimate based upon the rates that are current as of this quote date. This Buyback Estimation is intended to provide approximate information about Sprint Buyback service credits and does not constitute an offer. Your actual savings may vary. The Buyback rates are subject to change at any time and other conditions may apply. Buyback Credits actually applied to devices will reflect the rates at the time of device return, which may differ from the estimates provided herein.

For additional information on Sprint's Electronic Stewarship Policy, please review the following document:
http://www.sprint.com/responsibility/environment/docs/ElectronicsStewardshipPolicy.pdf
To review specific information for your account, please visit: www.sprintbuyback.com/crp and enter your business account number (nine digits).

Qty.	Device Description	Buyback Credit per Device	Extended Estimated Buyback Credit
0		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		Total Estimated Credits	**$0.00**

Credits: Port-in credits applied following 61st day from port in activation date

Qty.	Description	Value	Extended Credit
0	Port-in Credit Feature Plans	$0.00	$0.00
0	Port-in Credit PDA/Smartphone/MBB	$0.00	$0.00
0		$1.00	$0.00
0		**Total Invoice Credit**	**$0.00**

Total Estimated Credits	**$0.00**

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	**Wireless Data Device:**	**Stipend:**
☑ Office Use *or* ☑ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☑ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#_____ Signature: Lazaro Gallardo Jr.

Department: Constable 3 Dept#: 293

Quantity: 20 x10 equipments

Service: $24.25/mo (x) 3 months = $727.50 Account: 5-1100-421-00-293-0010 -532

Equipment: 9.99/mo (x) 1 months = 199.80 Account: 5-1100-421-00-293-001-0-610 -619/664-

Requisition Total: $927.30 **Requisition Number:** 282818

STIPEND

(1) Employee:_____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Lazaro Gallardo Jr.	Lazaro Gallardo Jr.	9/30/15
Signature	Print Name	Date

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: 20 Geotab G07/FL7 OBDII Modem @ 9.99 each

20 Geotab ProFleet Locate w/fusion 5MB Pooled Data Plan @ 24.25 each - per month.

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Requisition

Req # 00282818

PO #

Date: 08/20/15

Bill To: x
x

Vendor : 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: HIDALGO CO. CONSTABLE PCT 3
730 BREYFOGLE
STE. B
MISSION TX 78572

Contact: R. RAMOS
956-205-7031

Contract No: HGAC CW10-14

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REQUESTING A PO FOR WIRELESS DEVICES FOR THE CONSTABLE PRECINCT 3 DEPARTMENT. DO NOT DUPLICATE ORDER		
20.00	EACH	GEOTAB G07/FL7 OBDII MODEM	9.99	199.80
3.00	EACH	GEOTAB PRO/FLEET LOCATE W/FUSION 5MB POOLED DATA PLAN (10 devices)	242.50	727.50
		Account No	Encumbrance	
		5-1100-421-00-293-001-0-532	727.50	
		5-1100-421-00-293-001-0-610	199.80	
			Freight	.00
			Total	927.30
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Sprint
12502 Sunrise Valley Drive
Reston, VA 20196
Office: (703) 433-8581 Fax: (866) 515-0932

Michaela Clairmonte
Manager
Contract Negotiations & Management

December 19, 2014

Brian Denzel
Purchasing Coordinator
Houston Galveston Area Council
3555 Timmons Lanes, Suite 120
Houston, TX 77027

Re: Pricing Updates to Sprint Wireless Contract #CW10-14 (#BSG1409-0689)

Dear Mr. Denzel,

Upon receipt of written approval from the Houston Galveston Area Council ("H-GAC"), Sprint Solutions, Inc. ("Sprint") is excited to make available to the H-GAC and the H-GAC End Users (collectively known as, "HGAC End User" or "Customer") the following price changes (reference #BSG1409-0689) under Contract No. CW10-14 ("Contract").

1. **Effective immediately upon approval from HGAC, the parties agree to add the following new "Sprint Government Choice Value Plan" to Contract No. CW10-14 as provided below:**

1.1 Sprint Government Choice Value Plan

Sprint Government Choice Value Plan	
NET MRC	**$47.99 NET MRC; Service Pricing Discounts will not apply**
Anytime Minutes	400
Anytime Minutes Overage	$0.25/minute
Sprint Mobile-to-Mobile	Unlimited
Unlimited Nights & Weekends starting at 7 pm	Unlimited
Shared Minutes	Included [1]
Direct Connect® and Group Connect®	Unlimited
Nationwide Long Distance	Included
Caller ID &Voice Mail	Included
Unlimited internet browsing and e-mail	Included
Unlimited Messaging	Included
Data Roaming	$0.002/KB
Upgrade Term	24 Months
Premium Data Requirement	Included

[1] Corporate-Liable Active Units on the Sprint Government Choice Value Plan with SDC will share Anytime Minutes with only the Business Essentials family of plans.

1) Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

2) Direct Connect and Group Connect are available on select devices. Additional Direct Connect features, including, but not limited to, TeamDC[SM], are available with certain devices and may be subject to an additional charge.

2. Effective immediately upon approval from HGAC, the parties agree to add the following new "Sprint Government Choice Economy Plan" to Contract No. CW10-14 as provided below:

2.1 Sprint Government Choice Economy Plan

Sprint Government Choice Economy Plan	
NET MRC	**$49.99 NET MRC; Service Pricing Discounts will not apply**
Anytime Minutes	400
Anytime Minutes Overage	$0.25/minute
Sprint Mobile-to-Mobile	Unlimited
Unlimited Nights & Weekends starting at 7 pm	Unlimited
Shared Minutes	Included [1]
Direct Connect® and Group Connect®	Unlimited
Nationwide Long Distance	Included
Caller ID &Voice Mail	Included
Unlimited internet browsing and e-mail	Included
Unlimited Messaging	Included
Upgrade Term	24 Months
Premium Data Requirement	Included
Data Roaming	Included*

* Data roaming is subject to the data roaming sections of the Wireless Services Product Annex.

[1] Corporate-Liable Active Units on the Sprint Government Choice Economy Plan with SDC will share Anytime Minutes with only the Business Essentials family of plans.

1) Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

2) Direct Connect and Group Connect are available on select devices. Additional Direct Connect features, including, but not limited to, TeamDC[SM], are available with certain devices and may be subject to an additional charge.

3. Effective immediately upon approval from HGAC, the parties agree to add the following new "Sprint Custom 300 Smartphone Plan" to Contract No. CW10-14 as provided below:

3.1 Sprint Custom 300 Smartphone

	Custom 300 Smartphone Voice & Data
Net MRC Service Pricing Discounts will not apply	**$37.99 NET MRC**
Anytime Minutes	300
Anytime Minutes Overage	$0.40/minute
Sprint Mobile-to-Mobile	Included
Unlimited Direct Connect® and Group Connect®	Included
Unlimited Nights & Weekends starting at 9 pm	Unlimited
Pooled Anytime Minutes	Included

	Custom 300 Smartphone Voice & Data
Nationwide Long Distance	Included
Voice Roaming	Included
Caller ID &Voice Mail	Included
Unlimited Internet Browsing and Email	Included
Data Roaming	Included*
Domestic Messaging	Unlimited
Premium Data	Included
Device Availability[1]	LG Optimus F3 [1]

*Data roaming is subject to the data roaming sections of the Wireless Services Product Annex.

[1] Price plan is only applicable for select devices including LG Optimus F3, and other comparable devices to be agreed upon by the parties.

A. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

B. Direct Connect and Group Connect are available on select devices. Additional features, including, but not limited to, TeamDC, are available with certain devices and may be subject to an additional charge.

C. Corporate-Liable Active Units on the Sprint Custom 300 Smartphone will share Anytime Minutes with only the Business Essentials family of plans.

4. Effective immediately upon approval from HGAC, the parties agree to add the following new "Spireon FleetLocate Trailer Management Solution" to Contract No. CW10-14 as provided below:

4.1 SPIREON FLEETLOCATE TRAILER MANAGEMENT SOLUTION – OPTION A. The Spireon FleetLocate Trailer Management Solution – Option A ("FleetLocate Trailer Solution-A") includes a web-based trailer management Application from Spireon, Inc. ("Spireon") that provides real-time trailer location information ("Spireon Trailer Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL12 and Spireon FL22 wireless devices provided by Spireon ("Trailer Devices"). In addition to access to the Spireon Trailer Application, the MRC for the FleetLocate Trailer Solution-A includes access to the Nationwide Sprint Network, training, and standard ground shipping for the Trailer Devices. Trailer Devices, installation, Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Title to the Trailer Devices remains with Spireon; Customer is not purchasing the Trailer Devices under this Contract.

Charges

	FL12 Trailer Device	FL22 Trailer Device
MRC	**$12.95***	**$14.95***
Data Services in Megabytes ("MB")	5MB	5MB
Overage per KB	$0.003	$0.003
Spireon Web-Based Software	Included	Included
Device Activation Fee**	$27.95	$27.95
Trailer Device Fee**	$249	$300
Minimum Service Term	3 Years	5 Years

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee and the Trailer Device Fee are each one-time charges that will be applied for each Trailer Device activated with the FleetLocate Trailer Solution-A.

Activations of the FleetLocate Trailer Solution-A may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Trailer Solution-A may not be purchased in conjunction with certain Sprint promotions or contests.

B. Customer's use of the Spireon Trailer Application and the Trailer Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Trailer Solution-A. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the Trailer Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. **Technical Support.** For technical support related to the FleetLocate Trailer Solution-A, Customer should call Spireon at 866-398-4087.

4.2 SPIREON FLEETLOCATE TRAILER MANAGEMENT SOLUTION – OPTION B. The Spireon FleetLocate Trailer Management Solution – Option B ("FleetLocate Trailer Solution-B") includes a web-based trailer management Application from Spireon, Inc. ("Spireon") that provides real-time trailer location information ("Spireon Trailer Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL12 and Spireon FL22 wireless devices provided by Spireon ("Trailer Devices"). In addition to access to the Spireon Trailer Application, the MRC for the FleetLocate Trailer Solution-B includes access to the Nationwide Sprint Network, use of the Trailer Device, training, and standard ground shipping for the Trailer Device. Installation, Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Title to the Trailer Devices remains with Spireon; Customer is not purchasing the Trailer Devices under this Contract.

A. Charges

	FL12 Trailer Device	**FL22 Trailer Device**
MRC	**$19.95***	**$20.95***
Data Services in Megabytes ("MB")	5MB	5MB
Overage per KB	$0.003	$0.003
Spireon Web-Based Software	Included	Included
Device Activation Fee**	$27.95	$27.95
Minimum Service Term	3 Years	5 Years

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each Trailer Device activated with the FleetLocate Trailer Solution-B.

(1) Activations of the FleetLocate Trailer Solution-B may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Trailer Solution-B may not be purchased in conjunction with certain Sprint promotions or contests.

(2) Customer may not transfer Trailer Devices from the FleetLocate Trailer Solution-B to the Spireon FleetLocate Trailer Management Solution – Option A Business Plan prior to the expiration of the applicable Minimum Service Term.

B. Customer's use of the Spireon Trailer Application and the Trailer Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Trailer Solution-B. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the Trailer Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. **Technical Support.** For technical support related to the FleetLocate Fleet Solution, Customer should call Spireon at 866-398-4087.

5. Effective immediately upon approval from HGAC, the parties agree to add the following new "Spireon FleetLocate Asset Solution" to Contract No. CW10-14 as provided below:

5.1 SPIREON FLEETLOCATE ASSET SOLUTION – OPTION A. The Spireon FleetLocate Asset Solution – Option A ("FleetLocate Asset Solution-A") includes a web-based asset tracking Application from Spireon, Inc. ("Spireon") that provides one or two location pings each day to enable Customer to monitor its assets and inventory ("Spireon Asset Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL700 wireless device provided by Spireon ("FL700 Device"). In addition to access to the Spireon Asset Application, the MRC for the FleetLocate Asset Solution-A includes access to the Nationwide Sprint Network, training, and standard ground shipping for the FL700 Device. F700 Devices, installation, Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Title to the FL700 Devices remains with Spireon.

A. Charges

MRC	**$10.95***
Data Services in Megabytes ("MB")	1MB
Overage per KB	$0.003
Spireon Web-Based Software	Included
Device Activation Fee**	$27.95
FL700 Fee**	$249

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee and the FL700 Fee are each one-time charges that will be applied for each FL700 Device activated with the FleetLocate Asset Solution-A.

(1) Activations of the FleetLocate Asset Solution-A may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Asset Solution-A may not be purchased in conjunction with certain Sprint promotions or contests.

(2) A three year Minimum Service Term is required for the FleetLocate Asset Solution-A.

B. Customer's use of the Spireon Asset Application and the FL700 Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Asset Solution-A. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the FL700 Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. Technical Support. For technical support related to the FleetLocate Asset Solution-A, Customer should call Spireon at 866-398-4087.

5.2 SPIREON FLEETLOCATE ASSET SOLUTION – OPTION B. The Spireon FleetLocate Asset Management Solution – Option B ("FleetLocate Asset Solution-B") includes a web-based asset tracking Application from Spireon, Inc. ("Spireon") that provides one or two location pings each day to enable Customer to monitor its assets and inventory ("Spireon Asset Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL700 wireless device provided by Spireon ("FL700 Device"). In addition to access to the Spireon Asset Application, the MRC for the FleetLocate Asset Solution-B includes access to the Nationwide Sprint Network, use of the FL700 Device, training, and standard ground shipping for the FL700 Device. Installation, Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Title to the FL700 Devices remains with Spireon.

A. Charges

MRC	$18.95*
Data Services in Megabytes ("MB")	1MB
Overage per KB	$0.003
Spireon Web-Based Software	Included
Device Activation Fee**	$27.95

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each FL700 Device activated with the FleetLocate Asset Solution-B.

(1) Activations of the FleetLocate Asset Solution-B may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Asset Solution-B may not be purchased in conjunction with certain Sprint promotions or contests.

(2) A three year Minimum Service Term is required for the FleetLocate Asset Solution-B. Customer may not transfer FL700 Devices from the FleetLocate Asset Solution-B to the Spireon FleetLocate Asset Solution – Option A Business Plan prior to the expiration of the three year Minimum Service Term.

B. Customer's use of the Spireon Asset Application and the FL700 Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Asset Solution-B. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the FL700 Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. Technical Support. For technical support related to the FleetLocate Asset Solution-B, Customer should call Spireon at 866-398-4087.

6. Effective immediately upon approval from HGAC, the parties agree to add the following new "Spireon FleetLocate Fleet Management Solution" to Contract No. CW10-14 as provided below:

6.1 SPIREON FLEETLOCATE FLEET MANAGEMENT SOLUTION. The Spireon FleetLocate Fleet Management Solution ("FleetLocate Fleet Solution") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides real-time vehicle location information ("Spireon Fleet Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL18 wireless device provided by Spireon ("FL18 Device"). In addition to access to the Spireon Fleet Application, the MRC for the FleetLocate Fleet Solution includes access to the Nationwide Sprint Network, use of the FL18 Device, basic installation, training, and standard ground shipping for the FL18 Device. Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Title to the FL18 Devices remains with Spireon.

A. Charges

MRC	$29.95*
Data Services in Megabytes ("MB")	5MB
Overage per KB	$0.003
Spireon Web-Based Software	Included
Device Activation Fee**	$27.95
Garmin	$5.00*
Garmin Activation Fee	$24.00
Power Take-Off Tracking	$3.00

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each FL18 Device activated with the FleetLocate Fleet Solution.

(1) Activations of the FleetLocate Fleet Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate Fleet Solution may not be purchased in conjunction with certain Sprint promotions or contests.

(2) A three year Minimum Service Term is required for the FleetLocate Fleet Solution.

(3) Garmin is an optional feature that provides navigation and messaging for the FleetLocate Fleet Solution via fleet-ready personal navigation devices from Garmin Ltd. The MRC for the Garmin feature includes the Garmin FMI cable, installation, service and the messaging tab in the FleetLocate Fleet Solution user interface. The Garmin personal navigation device is not included. The Garmin Activation Fee is a one-time charge that will be applied for each Garmin feature activated with the FleetLocate Fleet Solution.

(4) Power Take-Off Tracking is an optional feature that tracks when a vehicle's Power Take-Off (PTO) feature is on or off. PTO information is available to Customer via alerting, reporting, and the Spireon portal. The MRC for the PTO Tracking feature includes standard installation, which requires a 12-volt connection inside the cab of the vehicle.

B. Customer's use of the Spireon Fleet Application and the FL18 Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Fleet Solution. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the FL18 Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. Technical Support. For technical support related to the FleetLocate Fleet Solution, Customer should call Spireon at 866-398-7906.

7. Effective immediately upon approval from HGAC, the parties agree to add the following new "Spireon FleetLocate Powered Equipment Management Solution" to Contract No. CW10-14 as provided below:

7.1 SPIREON FLEETLOCATE POWERED EQUIPMENT MANAGEMENT SOLUTION – OPTION A. The Spireon FleetLocate Powered Equipment Management Solution – Option A ("FleetLocate Powered Equipment Solution-A") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides real-time "Powered Equipment" location information ("Spireon Powered Equipment Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL12EQ wireless device provided by Spireon ("Powered Equipment Devices"). In addition to access to the Spireon Powered Equipment Application, the MRC for the FleetLocate Powered Equipment Solution-A includes access to the Nationwide Sprint Network, training, and standard ground shipping for the Powered Equipment Device. Powered Equipment Devices, installation, Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Title to the Powered Equipment Devices remains with Spireon; Customer is not purchasing the Powered Equipment Devices under this Contract.

A. Charges

	FL12EQ Powered Equipment Device
MRC	**$12.95***
Data Services in Megabytes ("MB")	5MB
Overage per KB	$0.003
Spireon Web-Based Software	Included
Device Activation Fee**	$27.95

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each Powered Equipment Device activated with the FleetLocate Powered Equipment Solution-A.

(1) Activations of the FleetLocate Powered Equipment Solution-A may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Powered Equipment Solution-A may not be purchased in conjunction with certain Sprint promotions or contests.

B. Customer's use of the Spireon Powered Equipment Application and the Powered Equipment Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer

upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Powered Equipment Solution-A. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the Powered Equipment Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. Technical Support. For technical support related to the FleetLocate Powered Equipment Solution-A, Customer should call Spireon at 866-398-7906.

7.2 SPIREON FLEETLOCATE POWERED EQUIPMENT MANAGEMENT SOLUTION – OPTION B. The Spireon FleetLocate Powered Equipment Management Solution – Option B ("FleetLocate Powered Equipment Solution-B") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides real-time "Powered Equipment" location information ("Spireon Powered Equipment Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL12EQ wireless device provided by Spireon ("Powered Equipment Devices"). In addition to access to the Spireon Powered Equipment Application, the MRC for the FleetLocate Powered Equipment Solution-B includes access to the Nationwide Sprint Network, use of the Powered Equipment Device, training, and standard ground shipping for the Powered Equipment Device. Installation, Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Title to the Powered Equipment Devices remains with Spireon; Customer is not purchasing the Powered Equipment Devices under this Contract.

A. Charges

	FL12EQ Trailer Device
MRC	**$19.95***
Data Services in Megabytes ("MB")	5MB
Overage per KB	$0.003
Spireon Web-Based Software	Included
Device Activation Fee**	$27.95
Minimum Service Term	3 Years

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each Powered Equipment Device activated with the FleetLocate Powered Equipment Solution-B.

(1) Activations of the FleetLocate Powered Equipment Solution-B may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Powered Equipment Solution-B may not be purchased in conjunction with certain Sprint promotions or contests.

(2) Customer may not transfer Powered Equipment Devices from the FleetLocate Powered Equipment Solution-B to the Spireon FleetLocate Powered Equipment Management Solution – Option A Business Plan prior to the expiration of the applicable Minimum Service Term.

B. Customer's use of the Spireon Powered Equipment Application and the Powered Equipment Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Powered Equipment Solution-B. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the Powered Equipment Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. Technical Support. For technical support related to the FleetLocate Powered Equipment Solution-B, Customer should call Spireon at 866-398-7906.

8. Effective immediately upon approval from HGAC, the parties agree to add the following new "Geotab GO6 Solution" to Contract No. CW10-14 as provided below:

8.1 Geotab GO6 Solution - General.

A. MyGeotab is a cloud-based fleet management Application from Geotab, Inc. ("Geotab"). The Business Plans set forth in this section are available only for activation on Geotab's GO6 devices utilizing the MyGeotab Application. Equipment, including GO6, Garmin or Android devices, accessories, installation,

professional services, Sprint Data Access Plans, and maintenance support are not included. Customer may purchase these products and services from Sprint or a Sprint-authorized provider for an additional charge. In Sprint's sole discretion, MyGeotab may not be purchased in conjunction with certain Sprint promotions or contests.

B. Customer's use of the MyGeotab Application is subject to acceptance of the Geotab End User Agreement Terms and Conditions presented to Customer upon first log-in to the MyGeotab Application ("Geotab Terms"). Customer may log-in to the MyGeotab Application at http://my.geotab.com. The Geotab Terms are subject to change without prior notice to Customer.

C. For technical support related to Customer's Geotab solution, including MyGeotab, Customer should call (800) 397-7102.

8.2 Charges

	Geotab Basic	**Geotab Professional**	**Geotab Professional + Hours of Service (HOS)**
MRC	$14.45*	$18.75*	$21.00*
MyGeotab	Included	Included	Included

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

A. A one year Minimum Service Term is required.

8.3 Features

A. Geotab Basic provides features that are GPS position and time-based, including: location, breadcrumb trail, geofencing, idling, speeding, stop/start times and time/location-based safety alerts, and maintenance reminders.

B. Geotab Professional provides the features of Geotab Basic plus accelerometer and engine data, such as: driver alerts for movement-based activity, swerving, harsh braking and acceleration, and engine diagnostic codes.

C. Geotab Professional + Hours of Service (HOS) provides the features of Geotab Professional plus integration with either Customer's Garmin Ltd. device or an Android tablet to provide fleet owners the ability to keep electronic driver logs.

D. Hours of Service and Driver Vehicle Inspection Reports (DVIRs) are accessible via select in-vehicle devices, such as an Android tablet. Customer may contact its Sprint Account Representative for information on compatible devices. An additional data Business Plan is required for tablets and other devices accessing DVIRs.

9. Effective immediately upon approval from HGAC, the parties agree to add the following new "Sprint Business Application Add-On" to Contract No. CW10-14 as provided below:

9.1 Sprint Business Applications. Sprint Business Applications are Sprint-billed third party location and mobility services. Except as otherwise provided, these solutions may be added to a Business Plan on a per-Corporate-Liable Active Unit basis for the listed additional MRC and NRC.

A. Sprint Business Applications Add-Ons

Application	**Monthly Recurring Charge**	**Non-Recurring Charge**
Canvas Forms	$20.00	$0

B. Certain applications require the purchase of a data Business Plan Depending upon Customer's device, a BlackBerry data plan may be required instead.

C. Service Pricing Discounts. Sprint Business Applications are not eligible for Service Pricing Discounts.

10. Effective immediately upon approval from HGAC, the parties agree to add the following new "Google Apps for Work" solution to Contract No. CW10-14 as provided below:

10.1 Google Apps for Work. Google Apps for Work ("Google Apps") is a suite of cloud-based business applications and value added services from Google, Inc., ("Google") that allow employees to connect and collaborate in real time and on the move by storing, sharing and editing documents in order to work more effectively.

A. Pricing. For each Google Apps Customer chooses, Sprint will charge Customer the applicable Monthly Recurring Charge(s) "MRC" or Annual- Recurring Charge(s) "ARC", as identified in the table below, unless otherwise noted.

	MRC	ARC
Google Apps for Work	**$5.00**	**$50.00**
Google Apps Unlimited	**$10.00**	**$120.00**
Domain Service	**N/A**	**$20.00**
UberConference for Business	**$10.00**	**N/A**
UberConference for Business	**$20.00**	**N/A**
Carefree Cloud Deployment and Support		
Group	**N/A**	**$500.00**
Professional	**N/A**	**$4,000.00**
Enterprise	**N/A**	**$7,500.00**
Carefree Cloud End User Support		
Online Training	**N/A**	**$10.00**
Live Call Support	**$4.00**	**$25.00**
Complete Support	**$5.00**	**$30.00**

B. Service Pricing Discounts. Google Apps are not eligible for Service Pricing Discounts.

C. Additional Terms. Customer must comply with the Sprint Productivity Marketplace Terms of Service which are incorporated into this Contract as posted to www.sprint.com/ratesandconditions.

D. The Google Apps pricing, terms and conditions are subject to change without prior notice to Customer.

E. In the event of a conflict between the terms and conditions of the Contract and the Sprint Productivity Marketplace Terms of Service, the Sprint Productivity Marketplace Terms of Service shall control for the purchase and use of all Sprint Software as a Service, including Google Apps for Work and any related value added services.

11. The parties agree that the following applies to Customers of Sprint Products and Services under Contract No. CW10-14 that purchase Services and Products that may be eligible for discounts or other benefits under the Federal Universal Service Fund Schools and Libraries Program ("E-Rate Program"):

A. Certain Customers of Sprint Products and Services under the Contract purchase Services and Products that may be eligible for discounts or other benefits under the Federal Universal Service Fund Schools and Libraries Program ("E-Rate Program") and administered by the Universal Service Administrative Company ("USAC") or other administrative body designated by the Federal Communications Commission ("FCC"), or under state or local corollaries to the E-Rate Program (collectively, "Support").

B. Effective July 1, 2015, E-Rate Support for certain services will be eliminated or reduced pursuant to FCC order, and cost allocation requirements for wireless carriers will change.

C. In order for Sprint to comply with the E-Rate Program, effective July 1, 2015: i) all Customers utilizing E-Rate Support will be required to purchase Corporate-Liable Active Units at Suggested Retail Price ("SRP") with no Minimum Service Term, when opting to upgrade, replace, or activate a new device; and ii) Sprint in its discretion may offer Business Plans exclusively for use by Customers utilizing E-Rate Support.

D. Wireless Device Pricing and Upgrade Terms for Customers utilizing E-Rate Support, effective July 1, 2015:

(i) Wireless Device Pricing. New Corporate-Liable Active Units shall be eligible to purchase a device at Suggested Retail Price ("SRP") for selected Business Plans with no Minimum Service Term.

(ii) Upgrade Terms. Existing Corporate-Liable Active Units may be upgraded or replaced at Suggested Retail Price for a device with no Minimum Service Term.

12. Effective immediately upon approval from HGAC, the parties agree to add the following new "Sprint® Business Fusion Plans" to Contract No. CW10-14 as provided below:

12.1 Sprint® Business Fusion Plans

A. Sprint Business Fusion - Smartphone Plans

Smartphone Plans	MRC*	Overage charge for additional data services usage above plan limit in Megabytes ("MBs") and Gigabytes ("GBs")
Unlimited Talk and Text Plan	**$35**	**N/A**
Unlimited Data Plan	**$30**	**N/A**
2GB Pooled Data Plan	**$20**	**$0.015/MB ($15/GB)**
1GB Pooled Data Plan	**$15**	**$0.015/MB ($15/GB)**

* Service Discount is not applicable.

(1) Customer will receive a $20 monthly discount off the Unlimited Talk and Text Plan MRC for Smartphones purchased at Suggested Retail Price ("SRP") without a device Minimum Service Term. Discounts are applied within 2 bill cycles and discounts are not prorated.

(2) The Unlimited Talk and Text Plan includes unlimited Domestic voice, text, Direct Connect®, and Group Connect®; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect and Group Connect are available only on select devices.

(3) Customer must purchase the Unlimited Talk and Text Plan and a Smartphone Data Plan for any Smartphone activated on a Sprint Business Fusion Plan.

(4) The data allowance for the Smartphone Data Plans includes any Sprint Mobile Hotspot usage for Sprint Mobile Hotspot capable devices. Sprint Mobile Hotspot usage on the Unlimited Data Plan is limited to 3GBs of usage and does not pool. If Customer's Sprint Mobile Hotspot usage on the Unlimited Data Plan exceeds 3GBs, Customer will be liable for a $0.015 per MB ($15 per GB) overage charge.

(5) Roaming is limited to 100 MBs or a majority of kilobytes ("KBs") for all Smartphone Data Plans. This Roaming limitation includes Sprint Mobile Hotspot usage. Roaming is not available on the Sprint 4G Network at this time.

(6) Data usage will be pooled among Smartphones on the 1GB and 2GB Data Plans, and with data usage on devices in Pool Group Two described in Section 3.1.C(1) below, if such Smartphones and devices are under the same billing account number.

B. Sprint Business Fusion - Feature Phone Plans

Feature Phone Plans	MRC*
Unlimited Talk and Text Plan	**$30**
Unlimited Data Plan	**$5**

* Service Discount is not applicable.

(1) Customer will receive a $10 monthly discount off the Unlimited Talk and Text Plan MRC for feature phones purchased at SRP without a device Minimum Service Term. Discounts are applied within 2 bill cycles and discounts are not prorated.

(2) The Unlimited Talk and Text Plan includes unlimited Domestic voice, text, Direct Connect, and Group Connect; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect and Group Connect are available only on select devices.

(3) Customer may add unlimited data to the Unlimited Talk and Text Plan for the MRC stated above. Data Roaming is limited to 100MBs or a majority of KBs for the Unlimited Data Plan. If Customer does not choose the Unlimited Data Plan, Sprint will block data for feature phones activated on a Sprint Business Fusion Feature Phone Plan.

C. Sprint Business Fusion - Pooled Data Plans

Pooled Data Plans								
Plan Size	**1MB**	**5MB**	**25MB**	**100MB**	**1GB**	**3GB**	**6GB**	**12GB**
MRC*	**$4.00**	**$6.00**	**$8.00**	**$10.00**	**$15.00**	**$35.00**	**$50.00**	**$80.00**
Overage charge for additional data usage	$1 per MB	$1 per MB	$1 per MB	$0.015/MB ($15 per GB)	$0.015/MB ($15 per GB)	$0.015/MB ($15 per GB)	$0.015/MB ($15 per GB)	$0.015/MB ($15 per GB)
Data Roaming limitation	Majority of KBs	Majority of KBs	Majority of KBs	25MBs	100MBs	100MBs	300MBs	300MBs
Overage charge for additional data Roaming usage	$0.25 per MB	$0.25 per MB	$0.25 per MB	$0.25 per MB	$0.25 per MB	$0.25 per MB	$0.25 per MB	$0.25 per MB
Data Pooling	Included	Included	Included	Included	Included	Included	Included	Included

*Service Discount does not apply.

(1) Data Pooling. Data usage will be pooled among devices in the same pooling group and with the same billing account number. The 3 pooling groups are: (a) 1MB to 25MB Pooled Data Plans ("Pool Group One"); (b) 100MB to 3GB Pooled Data Plans ("Pool Group Two"); and (c) 6GB and 12GB Pooled Data Plans ("Pool Group Three") (each a "Pooling Group"). Data usage on Smartphones activated on the 1GB or 2GB Pooled Data Plan set forth in Section 3.1.A above will pool with other devices in Pool Group Two. Data Roaming limitations are applied on a per device basis and Roaming data usage does not pool.

(2) Third party, non-Sprint branded M2M Devices that have been approved by Sprint ("Third Party M2M Devices") may be activated on any of the Pooled Data Plans set forth in the table above. Routers may be activated on a 100MB or greater Pooled Data Plan. Tablets may be activated on a 1GB or greater Pooled Data Plan. Mobile broadband devices may be activated on a 3GB or greater Pooled Data Plan.

(3) The data allowance for the Pooled Data Plans includes any Sprint Mobile Hotspot usage for Sprint Mobile Hotspot capable devices. If Customer's data usage in a given month exceeds the Pooled Data Plan's Data Services limitation or Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above. Customer may be liable for both overage charges if Customer's usage in a given month exceeds both the Pooled Data Plan's Data Services limitation and Data Roaming limitation.

(4) Roaming is not available on the Sprint 4G Network at this time.

(5) The data usage limitations and restrictions set forth in the Government Wireless Product Annex will apply.

13. Effective immediately upon approval from HGAC, the parties agree to add the following new "Sprint Data & Flat Rate E-Rate Standalone Voice Plan" to Contract No. CW10-14 as provided below:

13.1 Sprint Data & Flat Rate E-Rate Standalone Voice Plan

A. Sprint will charge Customer a Monthly Recurring Charge ("MRC") and a flat rate per-minute charge for each minute used on a Sprint Corporate-Liable Active Unit. There are no included plan minutes.

Monthly Recurring Charge ("MRC")	**NET $30.00**
Per-Minute Rate for All Voice Minutes Used, including Anytime Minutes, Nationwide Long Distance, Domestic Roaming, & Domestic Roaming Long Distance	$0.06
Direct Connect® and Group Connect	$0.06
Shared Minutes	Not Available
Caller ID & Voice Mail	Included

Unlimited email and web data	Included
Data Roaming limitation in Megabytes ("MB")	100 MB
Overage charges for additional data Roaming usage above plan limit	$0.25 per MB[1]
Unlimited Direct Connect® and Group Connect®	Included
Premium Data	Included
Device Limitation	Suggested Retail Price Only

[1] If Customer's data roaming usage in a given month exceeds the Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above. Customer may be liable for both overage charges if Customer's usage in a given month exceeds the Data Services limitation and the Data Roaming limitation.

(1) The Sprint Data & Flat Rate E-Rate Standalone Voice Plan is only available on new activations for Customer's utilizing E-Rate Support with a device purchased from Sprint at the Suggested Retail Price.

B. Customer is eligible to add one of the below Text plans to units activated on the Sprint Data & Flat Rate E-Rate Standalone Voice Business Plan:

Messaging Plan	MRC	Additional Messages
300 Messages	**$1 NET OF ALL DISCOUNTS**	$0.20
1000 Messages	**$5 NET OF ALL DISCOUNTS**	$0.20
Unlimited Messages	**$7 NET OF ALL DISCOUNTS**	N/A

C. Sprint Data & Flat Rate Voice Business Plans may not be available on all devices.

14. Effective immediately upon approval from HGAC, the parties agree to add the following new "Sprint Flat Rate E-Rate Standalone Voice Plan" to Contract No. CW10-14 as provided below:

14.1 Sprint Flat Rate E-Rate Standalone Voice Plan

A. Sprint will charge Customer a Monthly Recurring Charge ("MRC") and a flat rate per-minute charge for each minute used on a Sprint Corporate-Liable Active Unit. There are no included plan minutes.

Monthly Recurring Charge ("MRC")	**$0 NET MRC; Government Service Pricing Discount will not apply**
Per Minute Rate for all voice minutes used including Anytime Minutes, Domestic Roaming, Domestic Roaming Long Distance, and Nationwide Long Distance.	$0.06
Shared Minutes	Not Available
Per Minute Rate for Direct Connect® and Group Connect	$0.06
Caller ID & Voice Mail	Included
Unlimited Mobile to Mobile	Included
Unlimited Nights and Weekends beginning at 9PM.	Included
Device Limitation	Suggested Retail Price Only

(1) The Sprint Flat Rate E-Rate Standalone Voice Plan is only available on new activations for Customer's utilizing E-Rate Support with a device purchased from Sprint at the Suggested Retail Price.

(2) Customer may add one of the below Text plan to units activated on the Sprint Flat Rate E-Rate Standalone Voice Plan.

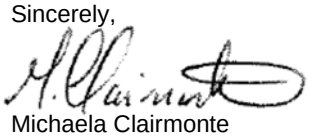
Messaging Plan	MRC	Additional Messages
300 Messages	**$1 NET OF ALL DISCOUNTS**	$0.20
1000 Messages	**$5 NET OF ALL DISCOUNTS**	$0.20
Unlimited Messages	**$7 NET OF ALL DISCOUNTS**	N/A

All other terms and conditions of Contract #CW10-14 will remain in full force and effect. To signify H-GAC's acceptance of the pricing updates and changes outlined in this letter, please send an approval letter signed by an authorized HGAC representative and referencing Sprint pricing # BSG1409-0689 to Sprint at the following address:

Attn: Michaela Clairmonte
Sprint
12502 Sunrise Valley Drive
Mail Stop #VARESA0208
Reston, VA 20196
Michaela.Clairmone@sprint.com

Should you have any questions regarding this pricing, please contact your Sprint GPO Account Manager, Jeff Spain at 615-416-5281 or Jeff.Spain@sprint.com.

Sincerely,



Michaela Clairmonte
Manager, Contracts Negotiations & Management
Sprint

Cc: Jeff Spain, Sprint

Sprint — Approved as to Legal Form
HRF
18 Dec 14

APPROVED
P&CA
DWB
12/19/2014

From: "Josephine Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
To: "Renan Ramirez" <renan.ramirez@co.hidalgo.tx.us>
Cc: "victor garza" <victor.garza@da.co.hidalgo.tx.us>
Sent: Wednesday, October 28, 2015 11:32:28 AM
Subject: RE: Draft Leter of Concerns for October 27, 2015

Renan,

I have reviewed the attached End User Agreement and approve as to the form.

Please let me know if I can be of any further assistance.
Thank you,

Josephine Ramirez Solis
Assistant Criminal District Attorney
Chief - Civil Division
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 292-7609 ext. 8186
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
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****

END USER AGREEMENT
WIRELESS & VOIP TELECOMMUNICATIONS EQUIPMENT & SERVICES
H-GAC CONTRACT #CW10-14

This End User Agreement ("Agreement") is entered into between Sprint Solutions, Inc. ("Sprint") and County of Hidalgo, ("End User") under the Houston Galveston Area Council ("H-GAC") the Contract for Wireless & VOIP Telecommunications Equipment & Services No. CW10-14 dated October 1, 2014, as may have been amended ("H-GAC Contract") to provide commercially available national, digital wireless telecommunications equipment (the "Equipment") and services (the "Service(s)") to End Users who have entered into an Interlocal Contract with H-GAC.

Sprint and End User agree as follows:

1. **Relationship of Parties.** By signing below, the End User represents and warrants that it is eligible and authorized to purchase Equipment and Services through the H-GAC Contract. Upon execution of the Agreement by End User, End User will be eligible to submit orders for the Equipment and Services set forth in the H-GAC Contract.

2. **End User Terms and Conditions.** By signing this Agreement, End User agrees to be bound by the Sprint End User Standard Terms and Conditions for Communication Services ("End User Terms and Conditions") which are incorporated into this Agreement by this reference as posted to www.sprint.com/hgac. Sprint may change its End User Terms and Conditions from time-to-time without notice.

3. **Wireline Charges. (Do not complete this Section if purchasing wireless Services only under the H-GAC Contract).** If End User is purchasing Sprint wireline Services and Equipment through the H-GAC Contract, please complete the following information below:

   A. Sprint will provide the wireline Services and Equipment at the prices specified in Quote #_____ dated _____, as attached to this Agreement and incorporated by this reference. The terms and conditions of this Agreement will take precedence over any contrary statements in the Quote.

4. **Payment.** If End User is a Texas government agency, End User will comply with Chapter 2251, Texas Government Code, in making payments to Sprint. The statute states that payment for goods and services are due thirty (30) days after the goods are provided, the services completed or a correct invoice is received, whichever is later. Payment under the H-GAC Contract shall not foreclose the right to recover wrongful payments.

5. **End User Information**. The following is the relevant End User contact information:

Name:	County of Hidalgo
Billing Address:	P.O. Box 207
	Edinburg, TX 78540
Billing Contact:	Renan Ramirez
Phone Number:	956-292-7010
Email Address:	renan.ramirez@co.hidalgo.tx.us

6. In order to become effective this Agreement must be executed by a duly authorized representative of End User and delivered to Sprint no later than 30 days after signing. Upon End User's execution of this Agreement, it shall be deemed accepted by Sprint without counter-signature; provided that, End User does not make any modifications, addition, supplement and/or other change(s) ("Changes") to this Agreement or to the End User Terms and Conditions. Any Changes to this Agreement or the End User Terms and Conditions by End User shall render this Agreement null and void.

By: _____
Authorized Signature

Date: _____

Name and Title: _____
(please type or print)

Address: _____

_____

AI-52113 **IT Department** **17. B.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

DISTRICT ATTORNEY'S OFFICE
Authorization and approval to purchase new wireless service through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Qty:	Description:	User:	Service Plan:	Equipment:
1	Data Card	Office Use	Mobile Broadband Unlimited Data @ $37.99 per month	MiFi 6620 @ $0.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-412-00-080-002-0-532

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

BUDGETARY IMPACT:

Req #286775 for Verizon Wireless; funds available as of 11-5-15.

Attachments

Quote
Requisition
Request Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/05/2015 09:29 AM
Ivan Cantu	Veronica Ortiz	11/05/2015 02:34 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Griselda Salazar		Started On: 11/04/2015 10:01 AM
Final Approval Date: 11/06/2015		

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779

WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: Hidalgo County

SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID	151022160536
DATE	10/22/2015
TERM	Annual (12 Months)
PAGE	1 of 2

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
							$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
MOBILE BROADBAND $37.99 0409	1	$37.99	N	Unlimited	$0.00	$37.99	$455.88
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
	1					$37.99	$455.88

RATE PLAN - MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)]: $455.88

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
Verizon Wireless MiFi 6620 (PP $27.99+)	1	$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
	1		$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		$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

Eligible accessories receive a 35% discount

ACCESSORIES AND FULL-RETAIL (NO CONTRACT) EQUIPMENT	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST	$0.00

INVESTMENT ESTIMATE	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$37.99	$455.88
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		$0.00
INVESTMENT TOTAL		$455.88

4Q15 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

QUOTE ID 151022160536

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.

** Equipment pricing and availability is subject to change.

*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ Internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see Information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Updated 04/01/2015

Requisition

Req # 00286775

PO #

Date: 10/26/15

Bill To: x
x

'endor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: Hidalgo County District Attorney
100 North Closner 5th Floor
Edinburg Tx 78539

Contact: Obdett Calzada
956-381-2300

Contract No: DIR-SDD 1779

pecial Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD 1779		
		DO NOT DUPLICATE ORDER		
:.00	MONTH	MOBILE BROADBAND DATA CARD	37.99	75.98
..00	EACH	DEVICE -VERIZON WIRELESS MIFI 6620	.00	.00
		Account No	Encumbrance	
		5-1100-412-00-080-002-0-532	75.98	
			Freight	.00
			Total	75.98
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☑ Office Use *or* ☐ Individual	☑ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☐ Other:	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID#_____ Signature:_____

Department: District Attorney's Dept#: 080-002

Quantity: 1

Service: $ 37.99 /mo (x) 2 months = $ 75.98 Account: 5.1100.412.00.080.002.0 -532

Service: $_____/mo (x) ____ months = _____ Account:_____ -619/664

Requisition Total: $75.98 Requisition Number: 286775

STIPEND

(1) Employee:_____ Employee ID#_____ Signature:_____

Department:_____ Dept#:_____

Quantity:_____

Service: $_____/mo (x) ____ months = _____ Account:_____ -532

Total:_____

(2) Elected Official/Department Head Authorization for Request:

Signature	Print Name	Date
[signature]	Ricardo Rodriguez, Jr.	10/30/15

(3) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Mobile Broadband Unlimited Data @ 37.99/mo.

Commissioner's Court Action: Commissioner's Court Date: _____

☐ Approved Date: _____ ☐ Disapproved

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

AI-52130 **Urban County** **18. A.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Urban County Program, is requesting approval of Change Order No. 1 to a construction contract with Saenz Brothers Construction, LLC this contract was awarded using General Land Office (GLO) funds under Contract No. 12-406-000-6453/DRS210068) for a Pct. 1 Project known as Delta Area Connector/East Lateral Project. The Change Order will increase the construction contract amount by $406,130.00 for a total construction amount of $4,909,066.00 using GLO funds.

2. Consideration and approval to authorize the UCP Director to sign this Change Order.

BACKGROUND

The Change Order request is due to additional utility requirements as encountered in the field for the proposed improvements. Items including accommodation of an existing irrigation line crossing along the proposed drainage channel. Varying field conditions including existing utilities, embarked areas and drainage system tie ins resulted in additional excavation to complete proposed drainage channel.

Contractor: Saenz Brothers Construction LLC
Contract Amount: $4,502,936.00
Change Order No.1: $ 406,130.00
New Contract Amount: $4,909,066.00

Funds Available: $ 4,909,066.00 Urban County GLO funds
Account number: 6540-62-0309-5200

Fiscal Impact

Attachments

Change Order

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/06/2015 01:41 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM

Form Started By: Sandra Regalado Started On: 11/05/2015 08:06 AM

Final Approval Date: 11/06/2015

RECEIVED
OCT 27 2015
URBAN COUNTY PROGRAM

HIDALGO COUNTY
URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

CITY/PCT.

Hidalgo County Urban County
427 E. Durant Ave.
Alamo, TX 78516

DATE: Oct 27, 2015

CHANGE ORDER NO.

1

CONTRACTOR/FIRM
Dos Logistics, INC
1002 E. Expwy
Weslaco, TX 78596

Phone #: (956) 968-8800

PROJECT/NAME/ACCT. NO.

East Lateral Drainage Improvements Project
654-62-0309-5200-6200-UCP-AVF

You are hereby requested to comply with the following changes from the contract plans and specifications:

	Final Quantitative Adjustments		Quantitative Deletion
	Unit Prices		Time Extension
X	Quantitative Addition		Other

REASON:

Change order items are a result of additional utility requirements as encountered in the field for the proposed improvements. Items included for accommodation of an existing irrigation line crossing along the proposed drainage channel. Varying field conditions including existing utilities, embanked areas, and drainage system tie ins resulted with additional excavation to complete the proposed drainage channel.

Contract price prior to change order . . . . . $ 4,502,936.00 .

Net Increase/Decrease of this Change Order . . . . . $ 406,130.00 .

Contract Price with Change Order . . . . . $ 4,909,066.00 .

Increase/Decrease in time 0 days.

HIDALGO COUNTY
URBAN COUNTY PROGRAM

UCP CONTRACT CHANGE ORDER REQUEST

		10-27-15	
CITY/PCT. OFFICIAL	DATE	CONTRACTOR	DATE
P.E.	10-27-15		
PROJECT ENGINEER - ARCHITECT	DATE		

(FOR URBAN COUNTY PROGRAM USE ONLY)

- ☐ Scope Increase
- ☐ Scope Decrease
- ☐ L/M Beneficiary Change/Impact
- ☐ Environmental Impact
- ☐ Quantitative Addition/Deletion
- ☐ Final Quantitative Adjustment
- ☐ Other

☐ Approved ☐ Disapproved

Title:_____.

Signature:_____ Date: _____.

East Lateral - Change Order No.1 Summary

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc.	Qty	Unit	Orig Bid Price	Change Order Unit Price	Change Order Qty (Total)	Difference in Qty	Decrease in Contract Price	Increase in Contract Price
	BASE BID (DRAINAGE ITEMS)								
CO1-9	Excavation	85000	CY	$0.00	$4.25	85000		$0.00	$361,250.00
	BASE BID (UTILITY ITEMS)								
1	24" Steel Case	220	LF	$70.00	$70.00	220		$0.00	$15,400.00
2	Concrete Collar, 3,000 psi@ 28 days	2	EA	$1,000.00	$1,000.00	2		$0.00	$2,000.00
7	12" PVC Irrigation Line A-2000 with assembly	242	LF	$35.00	$35.00	242		$0.00	$8,470.00
CO1-19	Cement Stabilized Backfill	160	CY	$55.00	$55.00	160		$0.00	$8,800.00
CO1-20	Trench Excavation Protection	220	LF	$2.00	$2.00	220		$0.00	$440.00
CO1-21	Remove Existing 12" Diameter RCP	106	LF	$0.00	$45.00	106		$0.00	$4,770.00
CO1-22	Air Release Complete In Place	1	EA	$0.00	$5,000.00	1		$0.00	$5,000.00
								$0.00	$406,130.00

Change in Contract Price		Change in Contract Time (Calendar Days)	
Original Contract Price:	$4,502,936.00	Original Contract Time: days	240
Previous Change Order(s): No. No.	$	Net Change From Previous Change Orders:	0 days
Contract Price Prior to this Change Order:	$4,502,936.00	Contract Time Prior to this Change Order:	240 days
Net Increase/Decrease of this Change Order:	$406,130.00	Net Increase/Decrease of this Change Order:	0 days
Contract Price With all Approved Change Orders:	$4,909,066.00	Contract Time With all Change Orders:	240 days
Cumulative Percent Change in Contract Price (+/-):	9.0%	Grantee Contract End Date: (mm/dd/yy)	/ /
Construction Contract Start Date: (mm/dd/yy)	08 / 12 / 2015	Construction Contract End Date: (mm/dd/yy)	04 / 07 / 2015

Reimbursements of costs included in this change order are subject to review by the GLO-DR program.
*** This document may be executed prior to submission for GLO-DR program review, but all parties involved will be held responsible if the change order or the amendment warranted as a result of this change order is not in compliance with CDBG or HUD requirements.**

RECOMMENDED:	**APPROVED:**	**ACCEPTED:**
By: P.E.	By: _____	By: _____
ENGINEER	OWNER	CONTRACTOR
Date: 10-27-15	Date: _____	Date: _____

JUSTIFICATION FOR CHANGE

Change order items are a result of additional utility requirements as encountered in the field for the proposed improvements. Items included for accommodation of an existing irrigation line crossing along the proposed drainage channel. Varying field conditions including existing utilities, embanked areas, and drainage system tie ins resulted with additional excavation to complete the proposed drainage channel.

1. Will this Change Order increase or decrease the number of beneficiaries?	☐ Increase	☐ Decrease	☒ No Change
If there is a change, how many beneficiaries will be affected?		Total ____	L/M ____
2. Effect of this change on scope of work:	☐Increase	☐ Decrease	☒No Change
3. Effect on operation and maintenance costs:	☐ Increase	☐ Decrease	☒No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?		☐ Yes	☒ No
If "No", explain: **New items were introduced to address field conditions.**			
5. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?		☐ Yes	☒ No
If "Yes", is an Environmental Re-assessment required?			
6. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid? (if applicable)		☒ Yes	☐ No
7. Is the TCEQ permit approval still valid? (sewer projects only)		☐ Yes	☐ No
8. Are the handicapped access requirements/approval still valid? (if applicable)		☐ Yes	☐ No
9. Are other Disaster Recovery contractual special condition clearance still valid?		☒ Yes	☐ No
(If no, specify):			

NOTE:

* Generally, a cumulative change in the contract price in excess of 25% cannot be reviewed (18% **decrease** for counties).

AI-52172 **Urban County** **18. B.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Acceptance and approval of the Interlocal Cooperation Agreement between Hidalgo County acting by and through its Hidalgo County Urban County Program, Precinct 4 and Hidalgo County Drainage District No.1 as it relates to the General Land Office (GLO) Contract No. 12-589-000-6887/DRS220068 for the project known as the Alberta Drain Project.

BACKGROUND

This Interlocal Agreement will ensure that Hidalgo County acting by and through the Hidalgo County Urban County Program agrees to perform through a third party construction contract, the installation of new drainage structures (inlets, manholes, junction boxes, and pipe network) for various developments north of Owassa Road along Tower Road. In addition, to the new drainage structures, a new drainage ditch will be excavated to detain and transport the storm water that is collected from the new drainage pipe network.

The Hidalgo County Drainage District No. 1 agrees to contribute materials with a value of $189,000.00 and the sum of $178,452.46 to Urban County Program for the award of the third party construction contract. Mr. Steve Crain prepared the interlocal agreement document and it will be approved by the Drainage District Board of Directors on November 10, 2015.

Fiscal Impact

Attachments

Interlocal

Legal Approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/06/2015 02:51 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM

Form Started By: Sandra Regalado Started On: 11/06/2015 12:11 PM

Final Approval Date: 11/06/2015

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

This Agreement is made on this the 10th day of November, 2015, by and between Hidalgo County acting by and through its Hidalgo County Urban County Program, hereinafter referred to as "Urban County", Precinct 4 of Hidalgo County hereinafter referred to as "Precinct 4" and Hidalgo County Drainage District No. 1, hereinafter referred to as "District" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH

WHEREAS, Urban County received a Texas Community Development Program Grant from the Texas General Land Office for non-housing assistance a portion of which will be utilized for the Alberta Drain project (the "Project") which will benefit drainage needs of Owassa Acres, Brenda Estates, Tejano Estates No. 1, El Charro No. 2, Rincon Del Valle No. 3 and Ricon del Valle No. 4 all being subdivisions in Hidalgo County, Texas (collectively the "Subdivisions");

WHEREAS, the Project will consist of installation of new drainage structures (inlets, manholes, junction boxes and pipe network) for the Subdivisions along with a new ditch to be excavated to detain and transport storm water that is collected from the drainage pipe network to be constructed as part of the Project along with utility adjustments and pavement repair in addition to a "stub out" to allow for a future connection of drainage improvements for Alberta Drain Phase II; and

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

NOW, THEREFORE, Urban County, Hidalgo County Precinct 4 and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Urban County agrees to perform through a third party contractor construction of a drainage system consisting of inlets, manholes, junction boxes and pipe network benefiting the Subdivisions and a new drainage ditch to detain and transport storm water that is collected from such drainage pipe network in accordance with plans and specifications prepared by engineer Noe Saldivar, P.E.

2. District shall contribute materials with a value of $189,000.00 and the sum of One Hundred Seventy Eight Thousand Four Hundred Fifty Two and 46 one hundredths Dollars ($178,452.46) to Urban County.

3. Precinct 4 of Hidalgo County shall contribute labor and equipment to install certain pipe for the piping network as part of the Project.

4. Urban County will advertise for bids for construction of the Project and shall be responsible for the payment of the third party contractor for construction of the Project.

5. The District makes no warranties, express or implied, under this Agreement or otherwise in connection with the Project as described above.

6. Urban County agrees to conduct and perform, at its sole cost and expense, any and all other requirements of the Project and agrees to the extent allowed by law, to indemnify and hold District harmless from any claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from such other requirements of the Project not specifically agreed to herein to be undertaken by District.

7. District agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to performing this Agreement by District.

8. Following completion of the Project, Precinct 4 shall maintain the pipe network improvements. District shall maintain the open drainage ditch and those certain pipes connecting open drainage ditches.

9. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

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

11. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein.

This Agreement may be modified or amended only by agreement in writing executed by Urban County and District, and not otherwise.

12. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

If to District:	Hidalgo County Drainage District No. 1 Attention: Raul Sesin, Manager 902 N. Doolittle Road Edinburg, Texas 78542
If to County:	Hidalgo County Attention: Ramon Garcia, County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
With copy to:	Hidalgo County Urban County Program Attn: Diana R. Serna, Director 427 E. Duranta Avenue, Ste. 107 Alamo, Texas 78516

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

14. **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.

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

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

17. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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

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

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

21. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By _____
Ramon Garcia, Chair Board of Directors

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By:_____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a project to provide drainage facilities known as the Alberta Drain Project; through an Interlocal Cooperation Agreement to be entered by and between Hidalgo County acting by and through the Hidalgo County Urban County Program and Precinct 4 of Hidalgo County, hereinafter referred to as "Urban County" and Hidalgo County Drainage District No. 1, hereinafter referred to as "District".

By vote on_____ 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

Zimbra **sandra.regalado@co.hidalgo.tx.us**

Fwd: Alberta Drain

From : Brandy Salinas <brandy.salinas@co.hidalgo.tx.us> Fri, Nov 06, 2015 01:50 PM

Subject : Fwd: Alberta Drain 2 attachments

To : Sandra Regalado <sandra.regalado@co.hidalgo.tx.us>

Please see emails below.

From: "Raul Sesin" <raul.sesin@hcdd1.org>
To: "Jaime Salazar" <jaime.salazar@hcdd1.org>
Cc: "Lulu Lucio" <maria.lucio@co.hidalgo.tx.us>, "Jesse Ozuna" <jesus.ozuna@co.hidalgo.tx.us>, "Diana Serna" <diana.serna@co.hidalgo.tx.us>, "Brandy Salinas" <brandy.salinas@co.hidalgo.tx.us>
Sent: Friday, November 6, 2015 12:26:57 PM
Subject: Fwd: Alberta Drain

Jaime please make sure this ILA gets on the Board's agenda for next Tuesday. It is the latest one. Please disregard the last one I sent you.

Thanks.

Raul E. Sesin, PE, CFM
Sent from my iPhone

Begin forwarded message:

From: "Stephen L. Crain" <scrain@atlashall.com>
Date: November 6, 2015 at 11:18:25 AM CST
To: "'Raul Sesin'" <raul.sesin@hcdd1.org>
Subject: FW: Alberta Drain

From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Friday, November 06, 2015 11:06 AM
To: 'Stephen L. Crain'

Subject: RE: Alberta Drain

Good morning Mr. Sesin
Attached is the revised agreement for your review.

Thank you,
Marynel

From: Stephen L. Crain [mailto:scrain@atlashall.com]
Sent: Thursday, November 05, 2015 12:26 PM
To: 'Raul Sesin'
Subject: Alberta Drain

As per your request changes.

Stephen L. Crain
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

[image/jpeg:image001.jpg]

E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

--
Brandy R. Salinas

Program Coordinator I
Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, Tx 78516

Tel:956-787-8127 ext.2246
brandy.salinas@ucp.co.hidalgo.tx.us

AI-52186 **Urban County** **18. C.**

CC - REGULAR

Meeting Date: 11/10/2015

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

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of Precinct No. 1 is requesting approval and award of best and final negotiated contract with LeFevre Engineering & Management Consulting, LLC in the amount of $136,330.00 utilizing CDBG FYs 21, 22 & 27 (2008, 2009 & 2014) Street Improvements project Old La Blanca Road. (Mile 10-12).

BACKGROUND

LeFevre Engineering & Management Consulting, LLC submitted a best and final offer for professional engineering services for a two (2) mile street improvements project (Old La Blanca Road from Mile 10 to Mile 12) within Precinct No.1. LeFevre Engineering & Management Consulting, LLC was the highest ranked firm by County Commissioner's Court. See attached scope of services and Best and Final Offer Letter.

Contract Amount: **$136,330.00**
Funds Available: $ 6,695.07 YR 21 (2008) Street Improvements
$ 9,240.66 YR 22 (2009) Street Improvements
$187,435.30 YR 27 (2014) Street Improvements
Total: **$203,371.03**

Construction funds are available under FY's 27 & 28 (2013, 2014 & 2015) and Pct. 1 Road and Bridge funds.

Fiscal Impact

Attachments

LeFevre Agreement Old La Blanca Road

Form Review

Inbox	Reviewed By	Date
Budget & Management	Damaris San Miguel	11/06/2015 03:25 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM

Form Started By: Olga Lerma Started On: 11/06/2015 02:18 PM

Final Approval Date: 11/06/2015

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Professional Services Agreement

This Agreement, entered into this 10th day of November, 2015 by and between **Urban County Program,** (hereinafter called the "Party") and **LeFevre Engineering & Management Consulting, LLC**, duly authorized Engineer, herein acting by **Wesley Richard LeFevre, P.E.** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the Project (as hereinafter defined) area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as
stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Hidalgo County Precinct No. 1 – Street Improvements (Old La Blanca Mile 10-12) project** Account(s) **5014-91-0311-5000-9100** *(the "Project') as more particularly described in Exhibit A attached hereto.*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive from the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's written approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans, specifications and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any
construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party.

e. During the progress of actual construction, Engineer will keep continually the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractor(s).

i. Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by
the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3 herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within Hidalgo County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of $136,330.00 for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement without cause at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the professional engineer services rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Agreement. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations
created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities
related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related
to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
AMENDMENT

This Agreement may be amended only by a written document executed by the parties hereto.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any negligence of the engineer
in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however,
that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to comply with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such documents in the paragraph in this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, unless the engineer is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **November 10, 2015**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature:_____
Wesley Richard LeFevre, P.E.

Firm Name: **LeFevre Engineering & Management Consulting, LLC**
Address: **612 W. Nolana, Ste. 520**
City/ST/ZIP: **McAllen, TX 78504**

FED ID #/SS #: **20-8133671**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the ____ day of_____, 20___, by _____of and on behalf of _____,
title) (a limited liability company)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Revised as to Form:
Atlas & Hall, L.L.P.
By Stephen L. Crain
on April 26, 2012

Exhibit "A"

(Scope of Services)

See Attached

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

September 11, 2015

Submitted to:
Diana R. Serna
Director
c/o Urban County Program

Re: Best and Final Offer – Urban County Program – Precinct No. 1 – Street Improvement Project – Old La Blanca Road (Mile 10-12 N)

Ms. Serna:

As requested, please find the enclosed Best and Final Offer (BAFO) submitted by LeFevre Engineering & Management Consulting, LLC on the proposed rates submitted as set forth below in connection to the above referenced project.

Engineering Cost Proposal and Fee Breakdown by:		
LeFevre Engineering & Management Consulting, LLC		
Survey/Topography (PH 1 & 2) Task 1 - Design Topography		$15,780
(price does not include acquiring easements)		
Basic Engineering – Phase I		$ 41,000
Task 2 - Project Startup	$ 1,200	
Task 3 - Design	$ 32,500	
Task 4 - Preliminary Plans	$ 4,100	
Task 5 - Final Plans and Specifications	$ 3,200	
Construction Phase Engineering Phase I		
Task 6 - Bidding & Award	$1,200	
Task 7 - Construction	$5,000	
Task 8 - As-Builts	$1,500	
Total		$ 7,700
Basic Engineering – Phase II		$ 48,100
Task 2 - Project Startup	$ 1,200	
Task 3 - Design	$ 39,600	
Task 4 - Preliminary Plans	$ 4,100	
Task 5 - Final Plans and Specifications	$ 3,200	
Construction Phase Engineering Phase II		
Task 6 - Bidding & Award	$1,200	
Task 7 - Construction	$5,000	
Task 8 - As-Builts	$1,500	
Total		$ 7,700

Task 3 – Administration		$ 650
Inspection (PH 1 & 2)		$ 15,400
Total		$136,330

The above pricing it for two (2) phases of the project. Phase I consists of approximately 5,130 linear feet of road reconstruction and typical drainage design and Phase II consists of approximately 5,340 linear feet of road reconstruction and typical drainage design. Phase I is recommended to be constructed first as it coincides with construction that was just completed on a separate project. When Phase II is constructed, construction phase engineering and inspection will be recommended added to project however it is not included in this budget or agreement.

The above price does not include survey for acquisition of any and all easements required for construction of this project. The survey included in pricing is only to be used for engineering requirements and NOT for acquisition of properties, property disputes, etc. Any survey to be used for acquisition of properties, boundary searches, etc., that will need a registered land surveyor will need to be added as additional services or provided by others.

Please call me if you should have any questions at (956) 687-5362.

Respectfully yours,

Richard LeFevre, P.E.
President

CC: Z:\5 Projects\Hidalgo\Precinct 1\P189 HUC Old La Blanca Rd. Phase 2\Contract\BAFO - Pct 1 - Old La Blanca Rd - FINAL.docx

EXHIBIT B

Urban County Program – Precinct No. 1 – Street Improvement Project – Old La Blanca Road (Mile 10-12 N)

Engineering Cost Proposal and Fee Breakdown

Basic Engineering		**$84,000.00**
Phase I		$41,000.00
Phase II		$48,100.00
Inspection PH 1		**$7,700.00**
Inspection PH 2		**$7,700.00**
Construction Phase Engineering PH1		**$7,700.00**
Construction Phase Engineering PH 2		**$7,700.00**
Survey Topography (PH 1&2)		**$15,780.00**
Administration		**$650.00**
	Total	**$136,330.00**

*Construction Material Testing, Geotechnical Engineering to be provided by others

	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.

LeFEVRE
ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.661.8000
Fax. 956.661.8001
Texas Registered Engineering Firm F-11722

Professional Engineering Cost Breakdown
Old La Blanca Road (Mile 10-12) Phase II
P189

LEMC Professional Engineering Services:

Civil Engineering		
Hourly Rates:		
Principal Engineer	140	$/Hr
Engineer	120	$/Hr
Project Manager	90	$/Hr
CADD Technician	65	$/Hr
Inspector	40	$/Hr
Administration	30	$/Hr

Project Start Up (Task 2)	$140/Hr Principal Engineer	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	N/A Other
Meeting w/ City Manager & Staff	1	1	1			
Planning w/ City Staff		2	2			
Define Scope of Work & Tasks		2	2			
Total	1	5	5	0	0	0

Preliminary Plans (Task 4)	$140/Hr Principal Engineer	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	N/A Other
Develop Feasible Alternatives		2	4			
Develop Preferred Alternative		2	4			
Prepare Environmental Clearance (if any)						
Preliminary Design Calculations		2	1			
Preliminary Plans and General Notes		1	4	12	4	
Preliminary Specifications		0	4		16	
Total	0	7	17	12	20	0

Design - Civil, Electrical, Structural Task 3	$140/Hr Principal Engineer	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	N/A Other
Survey Coordination and Evaluation		4	16	60	8	
Final Design Calculations	4	19	30			
Final Plan and General Notes	4	20	54	140	12	
Final Specifications	4	20	54		12	
Design	12	63	154	200	32	0

Final Plans and Specifications Task 5	$140/Hr Principal Engineer	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	N/A Other
Final Plan and General Notes	0	3	8	8	0	
Final Specifications	0	4	8		8	
Design	**0**	**7**	**16**	**8**	**8**	**0**

Inspection	$140/Hr Principal Engineer	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	N/A Other
Pre-Bid Meeting						1
Bid Opening						1
Construction Inspections						189
Pre-Construction Meeting & N.T.P.						2
Bidding and Negotiating Phase Total	**0**	**0**	**0**	**0**	**0**	**193**

Total Project Inspection	$7,700

Construction Phase Engineering Bidding & Award (Task 6)	$140/Hr Principal Engineer	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	N/A Other
Advertisement					3	
Pre-Bid Meeting			1		1	
Bid Opening	0		0		5	
Negotiations w/ Contractor			1			
Notice of Award to Contractor			1		5	
Pre-Construction Meeting & N.T.P.	1		2		1	
Total	**1**	**0**	**5**	**0**	**15**	**0**

Construction (Task 7)	$140/Hr Principal Engineer	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	Inspector
Construction Phase Engineering	1	5	15		8	
Monthly Project Status Meeings	1	6	6		8	
Construction Inspections	0	0	4		8	
Construction Phase Total	**2**	**11**	**25**	**0**	**24**	**0**

As Builts (Task 8)	$140/Hr Principal Engineer	$90/Hr Project Manager	$120/Hr Project Engineer	$65/Hr CADD Technician	$30/Hr Clerk	N/A Other
Record Drawings			3	12		
Closing of the Project			3			
Total	**0**	**0**	**6**	**12**	**0**	

Total Hours	13	82	192	220	60	0
Project Start Up - Phase II	1	5	5	0	0	0

Design - Phase II	12	63	154	200	32	0
Preliminary Plans - Phase II	0	7	17	12	20	0
Final Plans and Specs - Phase II	0	7	16	8	8	0
Amount Per Hour	$140	$90	$120	$65	$30	40
Grand Total	**$1,820**	**$7,380**	**$23,040**	**$14,300**	**$1,800**	**$0**

CONTRACT TOTAL AMOUNT	**$48,100**

Total Hours	1	0	0	0	0	0
Bidding & Award (Task 6)	1	0	0	0	0	0
Construction (Task 7)	0	0	0	0	0	0
AS-Builts (Task)	0	0	0	0	0	0
Amount Per Hour	$140	$90	$120	$65	$30	40
Grand Total	**$140**	**$0**	**$0**	**$0**	**$0**	**$0**

Total Construction Phase	**$7,700**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/04/2015

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

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

PRODUCER	CONTACT NAME: Robert Shimanek, III
Fidelity Benefits & Insurance Services, LLLP 9385 Miller Lane San Antonio, TX 78266	PHONE (A/C, No, Ext): 512-507-0776 FAX (A/C, No): 866-475-1803 E-MAIL ADDRESS: robert@fidelityoftexas.com
INSURED LeFevre Engineering & Management Consulting, LLC 612 Nolana Suite 520 McAllen, Tx 78504	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : The Travelers Lloyds Insurance Company INSURER B : The Travelers Indemnity Company INSURER C : The Travelers Indemnity Company INSURER D : The Phoenix Insurance Company INSURER E : Tudor Insurance Company INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		5970X620	03/21/2015	03/21/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [ ] NON-OWNED AUTOS	X		5971X192	03/21/2015	03/21/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $ 10,000			3E778571	03/21/2015	03/21/2016	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [X] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			3676T38	03/21/2015	03/21/2016	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability			ARA125558100	08/19/2015	08/19/2016	Each Claim Policy Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2013 Chevrolet Silverado VIN 1GCNCPEXXDZ228181

CERTIFICATE HOLDER

Hidalgo County
Urban County Program
427 E. Duranta Ave.,
Alamo, Texas 78516

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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A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS, STE. 101
WESLACO, TEXAS 78599

PH:956.968.8733
FAX:956.969.1417

www.co.hidalgo.tx.us/pct1
ac.cuellar@co.hidalgo.tx.us

November 5, 2015

Hidalgo County – Urban County Program
ATTN: Diana R. Serna, Director
3304 West Alberta
Edinburg, Texas 78539

Re: Old La Blanca Rd. from Mile 10N to Mile 12N

Dear Ms. Serna,

Based on the cost estimates prepared by the project engineer, the cost for design and construction of Old La Blanca Road from Mile 10N to Mile 12N is approximately $1,200,000. Precinct 1 has available $660,000 through its Urban County Program allocation. Please let this serve as a formal notice that Hidalgo County Precinct 1 will fund the remaining balance, which is estimated to be $680,000.

Should you have any questions or concerns, please do not hesitate to contact my office at 956-968-8733.

Sincerely,

Raul Lozano
Chief Administrator

AI-52160 **Urban County** **18. D.**

CC - REGULAR

Meeting Date: 11/10/2015

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

Department: URBAN COUNTY

Information

CAPTION

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

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of San Juan, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 27 (2014) San Juan Water/Sewer Improvement funds.

Professional Service Firm	Grade	Ranked
Cruz-Hogan Consultants, Inc.	95.66%	
Halff Associates, Inc.	85%	
Javier Hinojosa Engineers	82.33%	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for an Urban County Program Year 27 (2014) San Juan Water/Sewer Improvements project.

BACKGROUND

Project consists of the installation of an 8-inch sanitary sewer line including but not limited to professional engineering services, advertisement fees, material testing fees and all related appurtenances as they pertain to project completion. Location: alleyways between 3rd Street and Railroad Street and Alley between Kansas Avenue and Wyoming Avenue.

Funds Available: **$ 9,389.40- 2012 Water/Sewer Improvements**

$274,441.72- 2014 Water/Sewer Improvements
$283,831.12 TOTAL

Fiscal Impact

Attachments

San Juan Grading-Ranking Grid

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/06/2015 11:48 AM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Olga Lerma		Started On: 11/06/2015 08:36 AM
Final Approval Date: 11/06/2015		

City of San Juan
Engineering Services
Street Improvements
Years 27 (2014)
Grading-Ranking Grid

Criteria	Cruz Hogan Consultants, Inc.			Halff Associates			Javier Hinojosa Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	19	20	20	19	20	20	14
Experience of Project Team	20	25	25	15	25	23	15	25	20
Experience/ Availability of Project Manager	20	20	17	15	20	17	15	20	17
Understanding of Project	25	22	25	20	19	21	20	19	21
Familiarity with Applicable Rules & Regulations	10	10	9	10	3	8	10	3	8
TOTALS	95	97	95	80	87	88	80	87	80
AVERAGES	287 % 3 = 95.66%			255 % 3 = 85%			247 % 3 = 82.33%		
RATING									

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	5
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points:		TOTAL 20
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points:		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points:		TOTAL 10
Total Score		95 ✓

Firm/Participant's Name: Cruz Hogan Consultants, Inc.

Evaluator: Benjamin Arjona Department: Hidalgo County Urban County Program

Project Name: San Juan 2014 Water/Sewer Improvements Date: 9-30-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, but must elaborate more information to be gathered and RFQ responsiveness		TOTAL 22
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 10
	Total Score	97 ✓

Firm/Participant's Name: Cruz Hogan Consultants, Inc.

Evaluator: Antonio Bueno Department: Hidalgo County Urban County Program

Project Name: San Juan 2014 Water/Sewer Improvements Date: 10-15-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 19
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points:		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	4
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points:		TOTAL 17
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 9
Total Score		95 ✓

Firm/Participant's Name: Cruz Hogan Consultants

Evaluator: _____ Department: W. County

Project Name: 2014 City of San Juan Water/Sewer Improvements Date: 10-06-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	5
➢ Experience of engineering staff to completely and efficiently perform the work.	10	5
➢		
Comments/Rationale For Points:		TOTAL 15
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	5
Comments/Rationale For Points:		TOTAL 15
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points:		TOTAL 10
Total Score		80 ✓

Firm/Participant's Name: Halff Associates

Evaluator: Benjamin Arjona Department: Hidalgo County Urban County Program

Project Name: San Juan 2014 Water/Sewer Improvements Date: 9-30-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Did not provide information on appropriate federal State / local regulations, not RFQ responsive		TOTAL 19
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Did not include information of Firms Knowledge of govt. rules & policies, did not include a narrative of Applicable rules and regulations		TOTAL 3
	Total Score	87 ✓

Firm/Participant's Name: Halff Associates

Evaluator: Antonio Barco Department: Hidalgo County Urban County Program

Project Name: San Juan 2014 Water/Sewer Improvements Date: 10-15-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	9
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 19
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points:		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points:		TOTAL 17
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 21
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 8
Total Score		88

Firm/Participant's Name: Halff Associates

Evaluator: _____ Department: H. County

Project Name: 2014 City of San Juan Water Sewer Improvements Date: 10-26-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	5
➢ Experience of engineering staff to completely and efficiently perform the work.	10	5
➢		
Comments/Rationale For Points:		TOTAL 15
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	5
Comments/Rationale For Points:		TOTAL 15
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points:		TOTAL 10
Total Score		80 ✓

Firm/Participant's Name: Javier Hinojosa Engineering

Evaluator: Benjamin Arjona Department: Hidalgo County Urban County Program

Project Name: San Juan 2014 Water/Sewer Improvements Date: 9-30-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all requirement criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Did not address Federal/State/Local regs. & policies need more information to be gathered and not RFQ responsive		TOTAL 19
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Need more information on Applicable rules and regulations and did not include a narrative		TOTAL 3
	Total Score	87

Firm/Participant's Name: Javier Hinojosa Engineering

Evaluator: Antonio Banco Department: Hidalgo County Urban County Program

Project Name: San Juan 2014 Water/Sewer Improvements Date: 10-15-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	7
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	3
Comments/Rationale For Points:		TOTAL 14
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	3
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points:		TOTAL 20
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	4
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points:		TOTAL 17
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	4
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 21
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 8
Total Score		80 ✓

Firm/Participant's Name: Javier Hinojosa Engineering

Evaluator: _____ Department: U. County

Project Name: 2014 City of San Juan Water / Sewer Impvt. Date: 10-06-15

Re: San Juan Project

From : Xavier Cervantes <xcervantes@cityofsanjuantexas.com> Mon, Sep 28, 2015 03:13 PM

Subject : Re: San Juan Project

To : Guadalupe V. Garcia <guadalupe.garcia@co.hidalgo.tx.us>

Cc : Benjamin Arjona <barjona@cityofsanjuantexas.com>

Hi Lupita,

Mr. Arjona has selected Cruz Hogan Consultants, Javier Hinojosa Engineering and Halff Associates as the 3 top firms.

Xavier Cervantes, AICP
Director of Planning
City of San Juan, Texas
(956) 223-2220
Fax (956) 787-5978

On Mon, Sep 28, 2015 at 2:33 PM, Guadalupe V. Garcia <guadalupe.garcia@co.hidalgo.tx.us> wrote:

> Mr. Cervantes:
> Please see attached.
> Select three firms and request statements of qualifications and rating sheets for the 2014 water/sewer improvements project as soon as possible.
> Thanks for your prompt attention.
>
> **Guadalupe V. Garcia**
> **UCP Coordinator II**
>
> **956-787-8127 ext. 2237**

-Audra Vega

From: "Xavier Cervantes" <xcervantes@cityofsanjuantexas.com>
To: "Guadalupe V. Garcia" <guadalupe.garcia@co.hidalgo.tx.us>
Sent: Monday, September 28, 2015 2:18:52 PM
Subject: San Juan Project

Hi Lupita,

As per our discussion please send me the UC1 list of engineers for selection.

Regards,

Xavier Cervantes, AICP
Director of Planning
City of San Juan, Texas
(956) 223-2220
Fax (956) 787-5978

AI-52117 **Urban County** **18. E.**

CC - REGULAR

Meeting Date: 11/10/2015

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

Department: URBAN COUNTY

Information

CAPTION

Requesting authorization to amend the Subrecipient agreement with the Boys & Girls Club of Mission Inc., under the Community Development Block Grant (CDBG) Program for PY 2015.

BACKGROUND

The Urban County Program needs to amend the Subrecipient contract agreement with the Boys & Girls Club of Mission Inc., under the Community Development Block Grant (CDBG) Program for PY 2015. This amendment will not change the existing current budget, but will modify **Exhibit A**, to show the eligible project service location as being Jessie Jenson Elementary School. The original agreement was approved as to form by Atlas, Hall and Rodriguez, LPP on 07-07-2015.

Fiscal Impact

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/04/2015 02:32 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Olga Lerma		Started On: 11/04/2015 01:19 PM
Final Approval Date: 11/06/2015		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT BETWEEN COUNTY OF HIDALGO AND BOYS & GIRLS CLUB OF MISSION, INC. FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

THIS AGREEMENT entered this 7th day of **July, 2015** by and between the **COUNTY OF HIDALGO** (herein called the "Grantee") and **BOYS & GIRLS CLUB OF MISSION, INC.** (herein called "Subrecipient") (and collectively as the "Parties").

WHEREAS, the **GRANTEE** has applied for and received funds from the United States Government through its Department of Housing and Urban Development (HUD), to execute the Grantee's COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalogue of Federal Domestic Assistance Number 1st.218, Public Law 93-383; and

WHEREAS, the **GRANTEE** wishes to engage the **SUBRECIPIENT** to assist the Grantee in utilizing such funds;

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), the **GRANTEE** may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "**SUBRECIPIENTS**") to be used by the subrecipients to provide certain eligible services in connection with the Grantee's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, **SUBRECIPIENT** desires to participate in the CDBG Program as a Subrecipient by providing necessary services to benefit residents in the Grantee's jurisdiction; and The **SUBRECIPIENT** agrees to cooperate with the **GRANTEE** in respect to the implementation of Community Development Block Grant CFDA No. 14.218 (CDBG) activities to be carried out by **SUBRECIPIENT**

WHEREAS, the **GRANTEE** has approved the provision of CDBG Program funds to be used by the **SUBRECIPIENT** to provide certain services as more

particularly described in the Statement of Work and Grant Budget attached hereto as **Exhibit A** and **Exhibit B** incorporated herein; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the **GRANTEE** that the Subrecipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in **Exhibit A**; and

WHEREAS, the **SUBRECIPIENT** represents and warrants to the Grantee that it shall provide the Project Services in accordance with the Activity Budget as set forth in **Exhibit B.**

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **GRANTEE** and the **SUBRECIPIENT** do mutually agree as follows:

I. SCOPE OF SERVICE

A. ACTIVITIES

The **SUBRECIPIENT** shall perform all Project Services in accordance with this Contract, including the implementation of Community Development Block Grant CDFA with all Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. Such program will include the following activities eligible under the Community Development Block Grant program:

PROGRAM DELIVERY

See **Exhibit A** for complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, and how they are to be provided.

B. NATIONAL OBJECTIVES

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low- and Moderate-income persons, LMC- presume benefit in accordance with CFR 570.208 (A). The benefit low- and moderate-income persons National Objective will be met by the Subrecipient by providing the above activity. See **Exhibit A**

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed; persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services view **Exhibit A, B and C.**

D. Staffing

The **GRANTEE** might include the following provision if it felt among the Subrecipient's staff only certain personnel had the requisite experience to implement the activity, or if the Subrecipient had a history of reassigning responsibilities that tended to create problems.

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

For detailed personnel information please view **Exhibit D-** Records and Reports/Staffing.

E. Performance Monitoring

The **GRANTEE** will monitor the performance of the **SUBRECIPIENT** against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a thirty day reporting period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. BUDGET

For such performance of the Project Services, Grantee shall reimburse Subrecipient an amount not to exceed **TOTAL AWARD AMOUNT ($41,400.00)** ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Activity Budget listed in **Exhibit "B"**, or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services.

The Parties understand and agree that such reimbursement, if any, shall be conditioned upon the Grantee's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds from the Grantee. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

Amendments to the budget are limited to two (2) and must be approved in writing by both the Grantee and Subrecipient.

III. PAYMENT REQUESTS

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **$41,400.00**, unless otherwise an amendment is approved by the Grantee. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line time budgets specified in Paragraph III and in accordance with performance.

All requests for reimbursement shall be submitted monthly, on a form acceptable to the Grantee, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by the Subrecipient for the Project Services ("Supporting Statements"), which shall be submitted to the Grantee in such form acceptable to the Grantee in its sole and absolute discretion. Such Supporting Statement shall include all checks utilized on reimbursement must clear the bank institution. With approval from UCP Director, any pending cancelled checks must be submitted within thirty (30) days from the date of the check.

Subrecipient shall submit final reimbursement request to the **Grantee** within fifteen (15) days (by June 15, 2016) of the Agreement termination date.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21. Please reference **Exhibit E, F** and **G.**

IV. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communications and details concerning this contract shall be directed to the following contract representative:

GRANTEE	SUBRECIPIENT
Hidalgo County Urban County Program Diana R. Serna -Director 427 E. Duranta Ave., Suite 107 Alamo, Texas 78516 956-787-8127 Office 956-318-299 Fax	Boys & Girls Club of Mission, Inc. Luduvico Martinez 209 W. 18th Street Mission, Texas 78572 956-585-3606 Office 956-585-2437 Fax

V. GENERAL CONDITIONS

A. General Compliance

This Agreement is subject to and incorporates the terms of the Act: Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) including subpart K of these regulations, 24 CFR 570.600 *et seq.*, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the responsibility for initiating the review process under the provisions of 24 CFR 52 U.S. Office of Management and Budget (OMB) superseded by 2 CFR Part 230 A and 24 CFR Part 84 for nonprofit community-based organizations; 24 CFR Part 85 for governmental entities.

Both Parties agrees to comply with all other applicable Federal, State and Local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/ employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Subrecipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Subrecipient pursuant to this Contract.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

SUBRECIPIENT agrees to hold **GRANTEE** harmless from, and indemnify **GRANTEE** from and defend **GRANTEE** against any and all claims brought against **GRANTEE** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **GRANTEE** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

D. Worker's Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/ or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement no more than two (2) times, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, State and/ or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments are approved by Grantee and result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by formal written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

All CDBG Program Funds received by the Subrecipient from the Grantee pursuant to this Contract shall be maintained separate and apart from any other funds of the Subrecipient or of any principal or member of the Subrecipient in an account in a federally insured banking or savings and loan institution. Additionally, the Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars 2 CFR Part 230 (previously OMB Circular A-122), "Cost Principles for Non-Profit Organizations," or 2 CFR Part 220 (previously OMB Circular A-21), "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. (Please reference **Exhibit G).**

Subrecipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Subrecipient shall allow a representative of the Grantee during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Grantee and Federal regulations, including but not limited to 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
h. Please reference **Exhibit D.**

2. Retention

The Subrecipient shall retain and permit on-site inspections of all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of six **(6)** years minimum. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the six-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for series provided. Such data shall include (proof), but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Federal Law unless written consent is obtained from such person receiving service and, in the case of a minor, that of responsible parent/ guardian.

5. Close-outs

The Subrecipient's obligations to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours. As often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and Section C: Subpart F Audit Requirements in 2 CFR Part 200.

Should the audit confirm misappropriation or misapplication of funds, the Sub-Recipient shall reimburse the Grantee within thirty (30) days. In the event the Grantee uses the judicial system to recover the funds, the Sub-Recipient shall reimburse the Grantee its legal fees and court costs in addition to awards.

If the **SUBRECIPIENT** expends less than Seven Hundred Fifty Thousand Dollars ($750,000.00) a year in federal awards, then they are exempt from 2 CFR Part 200 Subpart F of the audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office

However, if **SUBRECIPIENT** expends Seven Hundred Fifty Thousand Dollars ($750,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

7. Monitoring and Evaluation.

The Grantee will monitor, evaluate and provide guidance to the Subrecipient in the performance of this Contract. Authorized representatives of the Grantee and HUD shall have the right of access to all activities and facilities operated by the Subrecipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Subrecipient will ensure the cooperation of its staff and board members in such efforts. Grantee staff may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income

balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient. Please reference **Exhibit E.**

3. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment shall maintain inventory records of all non-expended personnel property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

Procurement by the subrecipient must follow a written code of conduct and establish procurement procedures that provide open and free competition in accordance with 2 CFR Part 200 of the Procurement Standards.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48. Please reference **Exhibit F** and **Exhibit G.**

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Use of Funds for Entertainment, Meals or Gifts

Subrecipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of **$25,000.00** shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5)-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Subrecipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Subrecipient enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 10(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11st78, 12107 and 12086.

2. Non-discrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not it so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of October 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/ MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this cataract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at lease fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Subrecipient may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/ AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or Subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333 *et.seq.*) and all other applicable Federal, State and

Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et. Seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipients of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliant with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunity for low- and very low-income persons residing in the metropolitan area in which the project located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic

opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontract

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would involve.
c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress,

and officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/ or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

8. Drug-Free Workplace.

Sub-Recipient agrees to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing an ongoing drug-free awareness program to inform employees about -

(1) The dangers of drug abuse in the workplace;
(2) The Subrecipient's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;
d. Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Grantee in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

9. Americans with Disabilities Act.

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. The Subrecipient shall comply with the ADA.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar s they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et. seq.;*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et. seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 11st and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/ or abatement bay be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State or local historic property list.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XIV. EFFECTIVE DATE

The effective date of this agreement shall be the **7th day of July, 2015**. Such date being the date the HIDALGO COUNTY COMMISSIONER'S COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **31st** day of **May, 2016.**

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR Part 200 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," would apply.]

Approved and signed this _____ day of _____ 20___.

_____ _____

Print or Type Name of Authorized Official Signature of Authorized Official

SUBRECIPIENT Name: Boys & Girls Club of Mission, Inc.

Address: 209 W. 18th Street
City/State/Zip: Mission, Texas 78572
Federal I.D. # or Soc. Sec. #:74-6001738
DUNS #: 010550424

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of_____, 20_____

(Seal)

_____
Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

_____ _____

Witness: **Diana R. Serna, UCP Director**

APPROVED AS TO FORM
Atlas & Hall L.L.P.
By: Steve Crain
Date: June 30, 2015

EXHIBIT A
STATEMENT OF WORK
Precinct No. 3

Section I In summary, describe the service(s) that will be provided by the agency as a result of the 2015 CDBG award.

Project expenditures include reimbursement of salaries and fringe benefits for staff such as but not limited to the program leaders who provide direct services to the youth 4-18 years of age within the Precinct No. 3 boundaries, including the purchase of equipment and supplies for programs being provided to the youth.

Section II State the CDBG amount awarded and name of awarding City / Precinct.

$ 41,400 Awarded By: **Precinct No. 3**

Section III Describe the proposed type of expenditure(s) utilizing CDBG funds.
Salaries for unit Supervisor and 5 program staff to properly coordinate national programs and equipment and supplies for the club members to use during the homework help hour, prevention programs, Arts & Crafts, and sports fitness & Recreation.

Section IV Describe what services will be provided as a result of the CDBG award, describe how the activity awarded CDBG funds will be performed, describe when services will be conducted (day, time, in school / afterschool, seasonal, etc.).

The Boys & Girls club of Mission will be providing youth services to club members at the Main Unit. Serving youth members in core program areas such as Character & Leadership development, Education & Career Development, Health & Life Skills, Sports Fitness & Recreation, the Arts and Family Support (Special Events). Monday – Thursday 3:00pm –7:00pm., Fridays 2:30pm – 6:30pm, throughout the school year.

Section V Describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: **Additional** ESL classes will be offered; new sports program will be created for the youth, etc.)

Additional programs such as Healthy Habits, Kids in Control, Smart Moves and Sports Fitness & Recreation, (Organized Team League). Through these programs club members learn the importance of a healthy diet, how to handle emergency situations and have the opportunity to compete in organized sports. Being a part of a team, making youth members feel competent and able is what club members will gain.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced within the boundaries of the service area, economic background and area of residency.
90% at risk Hispanics of which approximately 70% of them come from low income families. There are age's 5-12 male and females. We will be serving approximately 100 disadvantaged children at the Jessie Jensen Unit.

Section VII List all locations (physical address) where the funded service(s) will be provided.
Jessie Jensen Elementary School – 501 N.Glasscock Blvd. Alton, Tx 78573

Exhibit B-1
GRANT BUDGET
Precinct No. 3

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP prior to the preceding month of the change.

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Personnel- 7 Part Time employees to work 20 hours per week for 9 months	$ 31,200
Fringe Benefits for 6 part time employees for FICA @ 7.65% (Social Security, Medicare, and Workers Comp)	$3,200
Technology, Sports Equipment and Supplies for the Boys & Girls Club program to provide services to its youth members	$7,000
TOTAL GRANT BUDGET:	**$ 41,400**

Exhibit B-2
PAYMENT SCHEDULE
Precinct No. 3

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2015 - 2016 For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September	$3,822	Salary & Benefits
October	$3,823	Salary & Benefits
November	$3,823	Salary & Benefits
December	$3,822 $3,500	Salary & Benefits Equipment & Supplies
January	$3,822 $3,500	Salary & Benefits Equipment & Supplies
February	$3,822	Salary & Benefits
March	$3,822	Salary & Benefits
April	$3,822	Salary & Benefits
May	$3,822	Salary & Benefits
TOTAL:	**$41,400**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY
Precinct No. 3

Subrecipient hereby agrees to perform services as outlined in **Exhibit A**. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2015 - 2016 For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September	20	Youth Membership Services
October	20	↓
November	20	↓
December	20	↓
January	20	↓
February		
March		
April		
May		
Total for the Year:	100	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

EXHIBIT D
RECORDS & REPORTS
Precinct No. 3

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:
- Copies of Invoices
- Cancelled Checks
- Portion requesting from ESG Program
- Staff detail timesheets
- Other Supporting Documents

Payment requests must be submitted to Urban County by the 15th of each month.

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  a). Period covered by Performance Report
  b). Type of services provided
  c). Type of Equipment/Supplies Purchased
  d). Amount of fund Expended
  e). Number of Beneficiaries Served & Ethnicity Data
  _____ White, non Hispanic
  _____ Black, non Hispanic
  _____ Native American
  _____ Asian or Pacific Islander
  _____ Hispanic
  _____ Total

- How services provided benefit clientele
- Projection for next disbursement period
- Program Income Report/Blank Statement (when applicable)
- Other significant Information

B. Provide your financial report with every reimbursement request or as needed.

C. Provide a list of ALL staff members working on each reimbursement remitted to UCP.

SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program.

SUBRECIPIENT must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

SUBRECIPIENT must maintain files of all original contract agreements amendments, and correspondence.

SUBRECIPIENT must maintain proper financial records.

Exhibit E
REQUEST FOR PAYMENTS
Precinct No. 3

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B 2 (the "Schedule of Payment") **due on or before the 15th of each month.**

2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.

3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").

4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.

5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP. Should the subrecipient fail to submit the corrections within the allotted time, the RFP will be returned, and will NOT qualify for re-submission.

6. Subrecipient must submit **FINAL** reimbursement request and monthly performance report to the Urban County Program on or before **June 15TH.**

7. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.

8. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per **Part VI Section H** "Suspension and Termination".

9. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.

10. As per **Part VII Section 7** of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.

11. Reimbursement requests are processed by Urban County on a first come first serve basis.

12. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup unless approved by UCP Director.

13. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, **only** after all documentation is reviewed, corrections are made, and all documentation is in order including ALL cancelled checks.

Exhibit F
Other Applicable Provisions
Precinct No. 3

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

§570.600 General.

§570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

§570.602 Section 109 of the Act.

§570.603 Labor standards.

§570.604 Environmental standards.

§570.605 National Flood Insurance Program.

§570.606 Displacement, relocation, acquisition, and replacement of housing.

§570.607 Employment and contracting opportunities.

§570.608 Lead-based paint.

§570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

§570.610 Uniform administrative requirements and cost principles.

§570.611 Conflict of interest.

§570.612 Executive Order 12372.

§570.613 Eligibility restrictions for certain resident aliens.

§570.614 Architectural Barriers Act and the Americans with Disabilities Act.

https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/

Exhibit G
2 CFR PART 200
Precinct No. 3

FINAL GUIDEANCE PUBLISHED BY THE MANAGEMENT AND BUDGET (OMB) OFFICE ON 12/26/2013 EFFECTIVE DECEMBER 26, 2014.

AUDITS, ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates eight (8) grant related circulars into a uniform regulation applicable to all grant recipients.

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A – 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

AI-52137 **Urban County** **18. F.**

CC - REGULAR

Meeting Date: 11/10/2015

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

Department: URBAN COUNTY

Information

CAPTION

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

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Peñitas, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Year 27 & 28 (2014 & 2015) Peñitas Street Improvement funds.

Professional Service Firm	Grade	Ranked
South Texas Infrastructure Group	97.66%	
R. Gutierrez Engineering	93.66%	
Rio Delta Engineering	82%	

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for an Urban County Program Year 27 & 28 (2014 & 2015) Peñitas Street Improvements project.

BACKGROUND

2014 Project consists of new construction of LA Joya Avenue and Pike Avenue (Second section) in El Rio Subdivision including surrounding and abutting streets. Project includes installation of drainage lines, inlets, sidewalks, water line replacement with hydrants, professional services, material testing fees, and advertisement fees as they pertain to project completion.

Fiscal Impact

Attachments

Peñitas Street Improvements funds

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/06/2015 08:13 AM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Olga Lerma		Started On: 11/05/2015 11:35 AM
Final Approval Date: 11/06/2015		

City of Peñitas
Engineering Services
Street Improvements
Years 27 & 28 (2014 & 2015)
Grading-Ranking Grid

Criteria	SOUTH TEXAS INFRASTRUCTURE GROUP			R. GUTIERREZ ENGINEERING			RIO DELTA ENGINEERING		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	20	20	20	20	19	15	14
Experience of Project Team	24	25	24	23	18	23	22	25	19
Experience/ Availability of Project Manager	20	20	19	20	20	19	16	20	18
Understanding of Project	25	24	25	25	22	25	20	21	18
Familiarity with Applicable Rules & Regulations	9	10	8	8	10	8	9	3	7
TOTALS	98	99	96	96	90	95	86	84	76
AVERAGES	293 % 3 = 97.66%			281 % 3 = 93.66%			246 % 3 = 82%		
RATING									

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

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

Firm/Participant's Name: SOUTH TEXAS INFRASTRUCTURE GROUP

Evaluator: Juan Romero Department: HIDALGO COUNTY URBAN COUNTY PROGRAM

Project Name: 2014-2015 PEÑITAS STREET IMPROVEMENTS PROJECT Date: 10/22/15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

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

Firm/Participant's Name: SOUTH TEXAS INFRASTRUCTURE GROUP

Evaluator: Antonio Danco Department: HIDALGO COUNTY URBAN COUNTY PROGRAM

Project Name: 2014-2015 PEÑITAS STREET IMPROVEMENTS PROJECT Date: 10-15-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points:		TOTAL 24
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points:		TOTAL 19
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 8
Total Score		96

Firm/Participant's Name: South Texas Infrastructure

Evaluator: _____ Department: U. County

Project Name: 2015 Street Improvement - Penitas Date: 10-06-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points:		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points:		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 8
Total Score		96

Firm/Participant's Name: R. GUTIERREZ ENGINEERING CORP.

Evaluator: [signature] OMAR ROMERO Department: HIDALGO COUNTY URBAN COUNTY PROGRAM

Project Name: 2014-2015 PEÑITAS STREET IMPROVEMENTS PROJECT Date: 10/22/15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points: Needs to improve in having STAFF complete Work (Plans / Specs) efficiently		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, but must improve on information to be gathered and RFQ responsive		TOTAL 22
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 10
Total Score		90

Firm/Participant's Name: R. GUTIERREZ ENGINEERING CORP.

Evaluator: Antonio Saenz Department: HIDALGO COUNTY URBAN COUNTY PROGRAM

Project Name: 2014-2015 PEÑITAS STREET IMPROVEMENTS PROJECT Date: 10 - 15 - 15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	4
➢ Identifying the project composition, project leadership, reporting responsibilities	10	9
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points:		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points:		TOTAL 19
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 8
Total Score		95

Firm/Participant's Name: R. Gutierrez Engineering Corp

Evaluator: _____ Department: U. County

Project Name: 2014/2015 Street Improvements - Pointe Date: 10-06-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 19
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	9
➢		
Comments/Rationale For Points:		TOTAL 22
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	3
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points:		TOTAL 16
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	4
Comments/Rationale For Points:		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 9
Total Score		86

Firm/Participant's Name: RIO DELTA ENGINEERING

Evaluator: [signature] Omar Romero Department: HIDALGO COUNTY URBAN COUNTY PROGRAM

Project Name: 2014-2015 PEÑITAS STREET IMPROVEMENTS PROJECT Date: 10/22/15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	0
Comments/Rationale for Points: Did not provide chart		TOTAL 15
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	3
Comments/Rationale For Points: No mention of appropriate Federal/State/local regulations, Not RFQ responsive		TOTAL 21
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Did not provide narrative of Applicable rules + regulations	Total Score	TOTAL 3 84

Firm/Participant's Name: RIO DELTA ENGINEERING

Evaluator: Antonio Saenz Department: HIDALGO COUNTY URBAN COUNTY PROGRAM

Project Name: 2014-2015 PEÑITAS STREET IMPROVEMENTS PROJECT Date: 10-15-15

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	6
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	4
➢ Team members identified in the organizational chart.	5	4
Comments/Rationale For Points:		TOTAL 14
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	3
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	8
➢		
Comments/Rationale For Points:		TOTAL 19
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	9
Comments/Rationale For Points:		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	3
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	4 3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 18
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	4
Comments/Rationale For Points:		TOTAL 7
Total Score		76

Firm/Participant's Name: Rio Delta Engineering

Evaluator: _____ Department: U. County

Project Name: 2014/2015 Street Improvements - Pertain Date: 10-06-15

CITY OF PEÑITAS

Mayor Rodrigo "Rigo" Lopez
Mayor ProTem JR Flores
Councilman Alex Guajardo
Councilman Armin Garza
Councilman Ramiro Loya

October 1, 2015

Diana Serna, Director
Hidalgo County Urban County Program
427 E. Durante Avenue, Suite 107
Alamo, Texas 78516

Dear Ms. Serna;

We will be selecting the following three firms for the 2014 Street Improvements Project and are requesting the Statement of Qualifications and Rating Sheets for each:

1. South Texas Infrastructure Group LLC
2. R. Gutierrez Engineering Corp.
3. Rio Delta Engineering

If you have any questions or need any additional information from us, please let me know.

Respectfully,

A. Valdez for O. Romero.

Omar Romero
City Manager
City of Peñitas

Cc: Guadalupe Garcia, UCP
File-Street Improvements

AI-52013 **Head Start** **20. A.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Submit Five Year Application for Hidalgo County Head Start Program Funding Opportunity Number: HHS-2016-ACF-OHS-CH-R06-1094

BACKGROUND

Fiscal Impact

Attachments

DRS Five Year Application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/29/2015 02:15 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Linda Galaviz		Started On: 10/28/2015 10:40 AM
Final Approval Date: 11/06/2015		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: November 18, 2015

SUBJECT: Discussion/Approval to Submit Five Year Application for Hidalgo County Head Start Program Funding Opportunity Number: HHS-2016-ACF-OHS-CH-R06-1094

RATIONALE/NEED: The application is submitted as a competitive application under the Designation Renewal System and includes a plan to continue to provide comprehensive services for 3,690 children and their families at the current funding level of $25,789,303. This includes a 20% local match of $6,447,326.

RECOMMENDATION: Administration recommends approval.

COST:

RELATED INFORMATION INCLUDES: Application Summary

****

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

HHS-2016-ACF-OHS-CH-R06-1094
Head Start and/or Early Head Start Grantee - Hidalgo County, Texas
Department of Health and Human Services
Administration for Children and Families - OHS

GENERAL INFORMATION

Document Type:	Grants Notice
Funding Opportunity Number:	HHS-2016-ACF-OHS-CH-R06-1094
Funding Opportunity Title:	Head Start and/or Early Head Start Grantee - Hidalgo County, Texas
Opportunity Category:	Discretionary
Funding Instrument Type:	Grant
Category of Funding Activity:	Income Security and Social Services
Category Explanation:	
Expected Number of Awards:	5
CFDA Number(s):	93.600 -- Head Start
Cost Sharing or Matching Requirement:	Yes
Posted Date:	Oct 1, 2015
Creation Date:	Oct 1, 2015
Original Closing Date for Applications:	Nov 30, 2015 Electronically submitted applications must be submitted no later than 11:59 p.m., ET, on the listed application due date.
Current Closing Date for Applications:	Nov 30, 2015 Electronically submitted applications must be submitted no later than 11:59 p.m., ET, on the listed application due date.
Archive Date:	Dec 30, 2015
Estimated Total Program Funding:	$25,789,303
Award Ceiling:	$25,789,303
Award Floor:	$500,000

ELIGIBILITY

Eligible Applicants:	Independent school districts Nonprofits that do not have a 501(c)(3) status with the IRS, other than institutions of higher education For profit organizations other than small businesses Public and State controlled institutions of higher education City or township governments Private institutions of higher education Nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education State governments Public housing authorities/Indian housing authorities Native American tribal governments (Federally recognized) County governments Small businesses
Additional Information on Eligibility:	It is important to note that the eligibility requirements are different for Head Start and Early Head Start. More information is provided in the funding opportunity announcement. ENTITIES APPLYING FOR HEAD START ONLY - OR - BOTH HEAD START AND EARLY HEAD START: Eligible applicants are limited to local public or private non-profit agencies, including community-based and faith-based organizations, or local for-profit agencies, pursuant to Section 641(a)(1) of the Head Start Act, 42 U.S.C. § 9836(a)(1) in the service area, that can provide Head Start services to children and families residing in the service area. Applicants must demonstrate they meet the statutory requirement for designation as a Head Start and/or Early Head Start agency as defined in the Head Start Act. ENTITIES APPLYING FOR EARLY HEAD START ONLY: Eligible applicants are any public or private non-profit agency, including community-based and faith-based organizations, or for-profit agencies pursuant to Section 645A(d) of the Head Start Act, 42 U.S.C. § 9840A(d). Eligibility is limited to public or private non-profit organizations, including faith-based organizations or for-profit organizations in the service area that can provide Early Head Start services to children and families residing in the service area. Entities operating Head Start programs are eligible to operate Early Head Start programs. Faith-based and community organizations that meet the eligibility requirements are eligible to receive awards under this funding opportunity announcement. Faith-based organizations are encouraged to review the ACF Policy on Grants to Faith-Based Organizations at: http: //www.acf.hhs.gov/acf-policy-on-grants-to-faith-based-organizations. Applications from individuals (including sole proprietorships) and foreign entities are not eligible and will be disqualified from competitive review and from funding under this announcement.

ADDITIONAL INFORMATION

Agency Name:	Administration for Children and Families - OHS
Description:	Through this announcement, the Administration for Children and Families solicits applications from public or private non-profit organizations, including community-based and faith-based organizations, or for-profit organizations that seek to provide a high-quality, comprehensive birth-to-five program incorporating both Head Start and Early Head Start funding, or to provide for Head Start only or Early Head Start only, to children and families residing in Hidalgo County, Texas. Funds in the amount of $25,789,303 annually will be available to provide Head Start and/or Early Head Start program services to eligible children and their families. Interested applicants may email the OHS Operations Center at OHSTech@reviewops.org for additional information.
Link to Additional Information:	http://www.acf.hhs.gov/grants/open/foa/view/HHS-2016-ACF-OHS-CH-R06-1094
Contact Information:	If you have difficulty accessing the full announcement electronically, please contact: ACF Applications Help Desk app_support@acf.hhs.gov ACF Applications Help Desk



AI-52165 **Precinct #2** **21. A.**

CC - REGULAR

Meeting Date: 11/10/2015

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

Department: COMM. PCT. #2

Information

CAPTION

1. Requesting approval of an Interlocal Cooperation Agreement (ICA) between the County of Hidalgo and the City of Hidalgo, concerning certain road improvements to Las Milpas Road from McColl Road to Jackson Road.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the Interlocal Cooperation Agreement (ICA) project regarding certain road improvements to Las Milpas Road from McColl Road to Jackson Road.

BACKGROUND

ICA will be attached upon receipt from legal.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-122-XXX-0-721/841

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

BUDGETARY IMPACT:

Funding pending approval of AI#52166 CC 11/10/15.

Attachments

ICA

LEGAL

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/06/2015 11:50 AM
Manuel Chapa	Manuel Chapa	11/06/2015 04:02 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Erika Zamora		Started On: 11/06/2015 09:42 AM
Final Approval Date: 11/06/2015		

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND
CITY OF HIDALGO, TEXAS

THIS Agreement is made on this the ___ day of _____, 2015 by and between **HIDALGO COUNTY, TEXAS**, hereinafter referred to as "County", and **CITY OF HIDALGO** hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H:

WHEREAS, City is a municipality located in Hidalgo County, Texas;

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

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, Las Milpas Road from McColl Road to Jackson Road is an important and critical integral infrastructure within Hidalgo County (the "Road");

WHEREAS, City and County desire to reconstruct the Road;

WHEREAS, one thousand five hundred fifty linear feet (1,500 L.F.) of the Road is within the jurisdiction of the County and Fourteen Hundred Fifty linear feet (1450 L.F.) is within the corporate jurisdiction of the City;

WHEREAS, the Road serves as a connecting link of the County road system and such improvements to the Road are in the best interest of the County and City; and

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

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

County through its own forces or a third party contractor will provide all labor, equipment and materials necessary for reconstruction of the Road in

accordance with County standards at County's sole expense. The approximate cost for improvement of the Road is $276,494.00.

2. The parties agree that City and County will each inspect and accept the Road prior to declaring the work completed.

3. The parties further agree that upon completion of the improvements, each party shall be responsible for the maintenance and operation of the Road within each party's respective jurisdiction.

4. Pursuant to Tex. Trans. Code 251.012, City authorizes County to perform the work and services described herein with its corporate city limits.

5. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

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

7. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the City and County and not otherwise.

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

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

If to City:	City of Hidalgo Martin Cepeda, Mayor 704 E. Texano Hidalgo, Texas 78557
If to County:	Hidalgo County Attn: Ramon Garcia, County Judge 100 E. Cano, 2nd Floor Hidalgo, Texas 78539
With copy to:	Hon. Eduardo "Eddie" Cantu, Commissioner, Pct. 2 300 West Hall Acres, Ste G Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

10. **Additional Documents**. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

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

13. **Headings**. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

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

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

16. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will

pay for such services out of current revenues available to the paying party as herein provided.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

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

CITY OF HIDALGO

By: _____
Martin Cepeda, Mayor

ATTEST:

_____
City Secretary

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.011, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project. County and City of Hidalgo desire to assist each other to reconstruct a portion of Las Milpas Road from McColl Road to South Jackson Road through an Interlocal Cooperation Agreement.

By vote on_____ 2015, the Hidalgo County Commissioners Court has approved the Project identified above.

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

Zimbra **erika.zamora@co.hidalgo.tx.us**

Las Milpas Rd and McColl to Jackson Rd.

From : Stephen L. Crain <scrain@atlashall.com> Mon, Nov 09, 2015 11:20 AM
Subject : Las Milpas Rd and McColl to Jackson Rd. 2 attachments
To : 'Erika Zamora' <erika.zamora@co.hidalgo.tx.us>

Good morning Erika:
As per Mr. Crain, please see the attached agreement in connection to the above roads.

Thank you,
Marynel Trevino, Secretary for

Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

Atlas Hall Rodriguez

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Atlas Hall Rodriguez **image001.jpg**
5 KB

ICA City of Hidalgo Las Milpas McColl to Jackson Rd.pdf

1 MB

AI-52107 **Precinct #4** **22. A.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Joseph Palacios, COMM. PCT. #4

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

Department: COMM. PCT. #4

Information

CAPTION

Requesting approval of payment to the Texas Commission on Environmental Quality (TCEQ) in the amount of $50.92 for the air emission fee.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-124-007-0-890

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

BUDGETARY IMPACT:

Amount available for requisition# 287395 as of 11-6-15 $50.92 for TEXAS COMMISSION FOR ENVIRONMENTAL QUALITY

Attachments

TCEQ Invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/06/2015 08:12 AM
Manuel Chapa	Manuel Chapa	11/06/2015 08:59 AM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Veronica Lopez		Started On: 11/04/2015 08:35 AM
Final Approval Date: 11/06/2015		

TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY

INVOICE

COMPANY: HIDALGO COUNTY PCT 4
ACCOUNT: 21009772

DETACH BOTTOM PORTION AND RETURN ORIGINAL COUPON WITH PAYMENT

ACCOUNT NO.	INCLUDES PAYMENTS THROUGH:	COLL COST RECOVERY	LATE FEES	BALANCE DUE
21009772	OCT16,15	0.00	0.00	50.92

INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT	BALANCE
OCT31,15	AEF0020091	AIR ACCOUNT 960496H FY16 AIR EMISSIONS FEE	50.92	50.92

Edinburg, Texas 78542
NOV 04 2015

Please return the original coupon with payment. For questions concerning charges or site location, please call 512-239-1459.

50.92

See REVERSE SIDE for Explanation of Charges and TCEQ Contact Telephone Numbers.

PLEASE PAY THIS AMOUNT
INCLUDE ACCOUNT NUMBER ON CHECK

TCEQ VIPP Form AR41A 02-17-2011

OCT16,15

DETACH THIS PORTION AND RETURN WITH CHECK OR MONEY ORDER PAYABLE TO:

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

ACCOUNT NO.	BALANCE DUE
21009772	50.92

☐ CHECK HERE IF YOUR ADDRESS HAS CHANGED.
PLEASE INDICATE ADDRESS CHANGE ON BACK

INVOICES NOT PAID WITHIN 30 DAYS OF INVOICE DATE WILL ACCRUE PENALTIES

HIDALGO COUNTY PCT 4
EDUARDO CRUZ
2818 S BUSINESS HIGHWAY 281

EDINBURG TX 78539

0021009772 5093406 00000050921130152

AI-51949 **Precinct #4** **22. B.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Lulu Lucio, COMM. PCT. #4 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #4

Information

CAPTION

Approval of Interlocal Cooperation Agreement among City of Edinburg, County of Hidalgo and Hidalgo County Emergency Services District #3

BACKGROUND

Subject to funding

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Subject to Funding.

From interlocal:

Whereas, City, County and ESD have agreed to cooperate in the construction of Edinburg Fire Substation #5
As further herein described; and

The City agrees to participate in the construction of Edinburg Fire Substation #5 by providing
$1,000,000 dollars

County agrees to participate in the construction of Edinburg Fire Substation #5 by providing
$1,000,000 dollars.

ESD agrees to participate in the construction of Edinburg fire Substation #5 by providing $500,000 dollars.
Such $500,000 participation by ESD shall be made in payments of $100,000 dollars per year for five (5)
Years payable starting on _____, 2015 with the final payment due and payable on _____, 2019.

Each party agrees that the City of Edinburg will be responsible for the land acquisition, project
Management, development design, and project completion.

Attachments

ICA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/23/2015 08:31 AM
Manuel Chapa	Manuel Chapa	11/06/2015 03:52 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Monica Badillo		Started On: 10/22/2015 04:55 PM
Final Approval Date: 11/06/2015		

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT AMONG CITY OF EDINBURG, COUNTY OF HIDALGO AND HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #3

This Agreement is made on this the ____ day of _____, 2015, by and among the **CITY OF EDINBURG, TEXAS,** hereinafter referred to as "CITY, **COUNTY OF HIDALGO,** hereinafter referred to as "COUNTY", and the **HIDALGO COUNTY EMERGENCY SERVICE DISTRICT #3,** hereinafter referred to as "ESD," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the City of Edinburg is engaging in a project referred to as Edinburg Fire Substation #5; and

WHEREAS, CITY has determined that the residents of the CITY will receive benefit from the construction of Edinburg Fire Substation #5 and has agreed to assist COUNTY and ESD; and

WHEREAS, COUNTY has determined that COUNTY will receive benefit from the construction of Edinburg Fire Substation #5 to better serve its residents, and has agreed to assist the CITY and ESD; and

WHEREAS, ESD has determined that ESD will receive benefit from the construction of Edinburg Fire Substation #5 to better serve its residents, and has agreed to assist the CITY and COUNTY; and

WHEREAS, CITY, COUNTY and ESD have agreed to cooperate in the construction of Edinburg Fire Substation #5 as further herein described; and

WHEREAS, CITY, COUNTY and ESD are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Govt. Code §791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, CITY, COUNTY and ESD, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The CITY agrees to participate in the construction of Edinburg Fire Substation #5 by providing $1,000,000 dollars.

2. COUNTY agrees to participate in the construction of Edinburg Fire Substation #5 by providing $1,000,000 dollars.

3. ESD agrees to participate in the construction of Edinburg fire Substation #5 by providing $500,000 dollars. Such $500,000.00 participation by ESD shall be made in payments of $100,000 dollars per year for five (5) years payable starting on _____, 2015 with the final payment due and payable on _____, 2019.

4. Each party agrees that the City of Edinburg will be responsible for the land acquisition, project management, development design, and project completion.

5. Each party agrees that as a part of the agreement and their financial contribution to the Edinburg Fire Substation #5 project, that:

The City of Edinburg shall have full rights of ownership, use, care, maintenance, direction, and control of the Edinburg Fire Substation #5

The County shall have use of one (1) office for use of public safety and have the opportunity to reserve the classroom area for events suitable from time to time based on availability.

The ESD shall have use of one (1) office to use for ESD and have the opportunity to reserve the use of the classroom area for event suitable from time to time based on availability and shall have the use of two (2) dormitory positions and one (1) bay area (garage) for one (1) ambulance by the contracted 9-1-1 ambulance company from the ESD.

The rules and regulation, use and care, maintenance and protections, shall be established in writing by the City of Edinburg Fire Department and agreed upon by the County and ESD.

6. **Conflict of Applicable Law**: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision(s) 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.

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

8. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by District and City, and not otherwise.

9. **TEXAS LAW TO APPLY. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.**

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

If to City:
City of Edinburg
Attention: City Manager
P.O. Box 1079 – 415 W. University
Edinburg, Texas 78540

If to County:
Hidalgo County Judge's Office
Attention: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to ESD:
Hidalgo County Emergency Service District No. 3
P.O. Box 3489 – 220C S. 12th Street
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

14. **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.

15. **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.

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

17. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

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

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

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

21. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

CITY OF EDINBURG
BY:_____
Ramiro Garza Jr., City Manager

ATTEST:
By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:
PALACIOS, GARZA & THOMPSON P.C.

BY: _____
City Attorney

HIDALGO COUNTY

BY:_____

ATTEST:
BY:_____

APPROVED AS TO FORM:

BY:_____

ESD

BY:_____

ATTEST:
BY:_____

APPROVED AS TO FORM:

BY:_____

AI-52092 **Precinct #4** **22. C.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Joseph Palacios, COMM. PCT. #4

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

Department: COMM. PCT. #4

Information

CAPTION

Pct. 4 Curry Estates (1303):
Approval of 2015 interfund transfer from Pct. 4 Road Maintenance program 007 (1200) to Curry Estates program 145 (1303) in the amount of $1,210.46.

BACKGROUND

should be an interdepartmental transfer.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-124-007-0-721

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

BUDGETARY IMPACT:

Funding available as of 11/03/15

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/04/2015 03:53 PM
Manuel Chapa	Manuel Chapa	11/05/2015 01:47 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Veronica Lopez		Started On: 11/03/2015 01:26 PM
Final Approval Date: 11/06/2015		

DATE: November 9, 2015

2015
Transfer

DEPARTMENT HEAD: Comm. Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4

AI- 52092

ACCOUNT NUMBER: 5-1200-431-00-124-145-0-721

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

Contact: Veronica L. Davis
Ph#: 956-383-3112 Ext. 4019

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
5-1200-431-00-124-007-0-721	**Pct 4 RD MAINT- Roads**	**($1,210.46)**
To:		
5-1200-431-00-124-145-0-721	**Pct 4 Rd Maint- Curry Estates Road**	**$1,210.46**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer needed for Curry Estates Frontera expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-52199 **Budget and Management** **23. A.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Rey Salazar, BUDGET & MANAGEMENT

Submitted By: Rey Salazar, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and approval of the proposed Hidalgo County Subdivision Streetlight program rules and regulations.

BACKGROUND

Fiscal Impact

Attachments

APP
LEGAL
rules and guidelines

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/06/2015 04:08 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Rey Salazar		Started On: 11/06/2015 03:39 PM
Final Approval Date: 11/06/2015		

HIDALGO COUNTY UN-INCORPORATED SUBDIVISION STREETLIGHT PROGRAM

☐ Pct 1 ☐ Pct 2 ☐ Pct 3 ☐ Pct 4

Completed by Applicant

Date application received by Precinct: _____

Subdivision Name_____

Subdivision Location (Subdivision Plat attached) _____

# of subdivision lots _____

Does the subdivision have overhead electricity poles or underground electricity?

Overhead☐ Underground☐

Contact Person #1 _____

Name Telephone Email

Contact Person #2 _____

Name Telephone Email

Contact Person #3 _____

Name Telephone Email

Completed by Precinct

of streetlights _____ Total infrastructure costs (engineering, materials and installation)_____

Monthly electricity fee _____ Electricity distributer: Magic Valley ☐ AEP ☐

Annual assessment per lot _____ Annual Electricity Charge (total) _____

Tax Assessor billing fee _____

PRE-APPROVAL FACTORS

Street Lighting Infrastructure Existing ☐ Non-existing ☐ Repairs/Additional/Improvements needed ☐	Drainage System Infrastructure Existing ☐ Non-existing ☐ Repairs/Additional/Improvements needed ☐
Roadway Existing ☐ Non-existing ☐ Repairs/Additional improvements Needed ☐	Subdivision Tax Delinquent History % previous year _____ % current year _____
Budget Appropriations	Law Enforcement Statistics

HIDALGO COUNTY unincorporated SUBDIVISIONS STREET Lights PROGRAM Rules & guidelines

Property Owner's Name	Property Owner's Mailing Address	City, Street, and Zip Code	Property Description	Tax Property ID Number	Home/Cell Phone (If any)

Zimbra **rey.salazar@co.hidalgo.tx.us**

Street Lights Program Rules and Guidelines/Application

From : Erin D. Thorn <erin.thorn@da.co.hidalgo.tx.us> Mon, Nov 09, 2015 04:35 PM
Subject : Street Lights Program Rules and Guidelines/Application
To : Rey Salazar <rey.salazar@co.hidalgo.tx.us>
Cc : victor garza <victor.garza@da.co.hidalgo.tx.us>

Hello Rey,

We have reviewed the Street Lights Program Rules and Guidelines as well as the application and our office does not have any concerns at this time.

Please do not hesitate to reach out to our office with any further questions or concerns.

Best,

Erin D. Thorn
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 292-7609 EXT. 8182
(956) 318-2079 FAX
erin.thorn@da.co.hidalgo.tx.us

****
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****

HIDALGO COUNTY UNINCORPORATED SUBDIVISIONS STREET LIGHTS PROGRAM RULES & GUIDELINES

The Commissioners' Court of Hidalgo County (Commissioners' Court) has ordered these Unincorporated Subdivision Street Lights Program Rules & Guidelines (Rules and Guidelines). The Commissioners' Court is initiating this program for the establishment of street lights in these subdivisions for the benefit of landowners, and to improve the safety, security, and wellbeing of county residents living in subdivisions located in unincorporated areas of Hidalgo County characterized by poor infrastructure and higher incidences of crime.

AUTHORITY

Under section 280.003 of the Texas Transportation Code, the commissioners' court of a county that has any of its territory located within 150 miles of an international border may establish street lights along a county road in a subdivision located in an unincorporated area, and Hidalgo County is such a county.

SCOPE

The Commissioners' Court has authority to, by order, to provide for the establishment of streetlights, and may provide for:

- the installation, operation, and maintenance of street lights by the county or another public or private entity with which the county may contract;
- the imposition of a fee on landowners in the subdivision who benefit from the street lights;
- the collection of a fee imposed under this subsection by the county tax assessor-collector;
- any other matter the Commissioners' Court finds necessary to the installation, operation, or maintenance of the street lights.

APPLICATION

A representative of each subdivision must submit the following documentation to the corresponding precinct commissioner's office for the area in which the subdivision is located:

- An application form indicating detailed information about the subdivision.
- A complete census listing signed by at least 75% of all landowners of the subdivision with the following data for each property:
    - Property Owner's Name
    - Property Owner's Mailing Address
    - City, Street and Zip Code
    - Property Description
    - Tax Property ID Number
    - Telephone/Cell Number (if any)
- If it is necessary, the subdivision should also present, along with the census, the appropriate Easement Agreements for placement of all new poles.
- Applications may be picked up at any of the four (4) County Precinct Administrative Offices or downloaded from the county's website at http://www.co.hidalgo.tx.us/.

APPLICATION PERIOD/PENDING APPLICATIONS

Applications will be available beginning January 1st and will be accepted from January 1st through July 1st.

A pending application will remain active for a period of one (1) year from the date on which the application is filed. After one (1) year from this date, a still-pending application must be resubmitted for review. All applications will be evaluated according to the pre-approval factors listed below.

PRE-APPROVAL FACTORS

HIDALGO COUNTY UNINCORPORATED SUBDIVISIONS STREET LIGHTS PROGRAM RULES & GUIDELINES

Each subdivision will be evaluated for participation in the Street Lights Program by the precinct commissioner for the area in which the applying subdivision is located, taking into consideration the following specific factors listed in the completed application:

- street lighting infrastructure;
- drainage system infrastructure;
- roadway conditions;
- residents' delinquent tax history;
- annual budgetary appropriations; and
- law enforcement statistics.

A precinct commissioner in receipt of an application shall provide an update as to the status of the application on or before sixty (60) days following the date of submission.

APPLICATION APPROVAL

Once a precinct commissioner pre-approves an application, the precinct commissioner shall submit the application for the establishment of street lights in the particular subdivision to the Commissioners' Court.

Commissioners' Court approval of an application for the establishment of street lights shall be by Order. Following such an order, the appropriate precinct commissioner shall forward a complete list of all properties and property owners within the given subdivision, along with the corresponding Street Lights Electricity Fee (see below), to the Hidalgo County Tax Assessor-Collector's office.

IMPOSITION OF THE STREET LIGHT ELECTRICITY FEE

Section 280.003 of the Texas Transportation Code authorizes the County to impose a fee (Street Light Electricity Fee) on landowners in a subdivision who benefit from the establishment of the street lights.

The Street Light Electricity Fee imposed shall consist of the estimated total cost of electricity consumed by all the street lights within a given subdivision (as provided by the appropriate electricity provider) divided equally among all property landowners included within the confines of the subdivision, and any additional costs of installation, operation, or maintenance, if applicable, so long as at least 75% of all landowners owners of the subdivision approve any additional cost. Street light service under these Rules and Guidelines shall commence following the January 1st date after the order establishing streetlights in a subdivision is entered.

The Street Light Electricity Fee imposed for each landowner shall be approved by a Commissioner Court Order as determined by the commissioner, and/or staff, of the precinct in which the subdivision is located upon approval of the application, and shall be adjusted annually thereafter.

The Street Light Electricity Fee imposed for each landowner shall include a Hidalgo County Tax Assessor-Collector cost of seven dollars and fifty cents ($7.50) for manual preparation of property tax statements, and a notification letter for each landowner in the subdivision who benefits from the establishment street lights.

The Street Light Electricity Fee imposed annually may be increased when necessary to offset a percentage (not to exceed 25%) of landowners who fail to pay the assessed fee for the previous year.

COLLECTION OF THE STREET LIGHT ELECTRICITY FEE

The County Tax Assessor-Collector shall include the Street Light Electricity Fee in the annual Tax Bill statement for a landowner whose real property is benefited by the streetlights for which the Street Light Electricity Fee is imposed. The tax bill statement must separately state the amount of the Street Light Electricity Fee imposed, and shall be collected in the same manner that the Tax Assessor-Collector collects ad valorem taxes for the County, as authorized under Texas Transportation Code section 280.003.

In the event that payment of the Street Light Electricity Fee becomes delinquent, and/or is in arrears, the Commissioners' Court may obtain a lien against real property benefited by the street lights for which a fee has been imposed to secure payment of said fee. To obtain the lien, the Commissioners' Court must file a notice with the County Clerk that includes:

a) a statement that the fee has been imposed on the landowner and the amount of the fee;
b) a legal description of the property on which the lien is to be attached sufficient to identify the property; and,
c) the name of the landowner, if known.

The lien authorized by this section exists in favor of the County. The lien shall attach to the real property on the date the notice of lien is filed with the County Clerk, and shall be inferior to a mortgage lien recorded with the County Clerk before the date the lien authorized by this program attaches to the property. The County may not foreclose a lien authorized by this section if the lien is the only lien attached to the property.

TERMINATION OF STREET LIGHT SERVICE FOR NON-PAYMENT

Street light service established under the Street Lights Program Rules & Guidelines may be terminated if more than 25% of landowners in a subdivision fail or refuse to pay the imposed Street Light Electricity Fee in any given year.

Before service may be terminated, the County Tax Assessor-Collector's office shall send individual delinquent notices to all landowners within the subdivision advising the potential for termination of service and offering a 60-day period in which the landowners must make individual or collective payment of any uncollected balances. Any collective payments shall not relieve individual property owners of their responsibility to pay the Street Light Electricity Fee; nor shall collective payments prevent the placement of a lien on any property for non-payment of the Street Light Electricity Fee as authorized by Texas Transportation Code section 280.003.

If insufficient funds are collected by the County Tax Assessor-Collector for a subdivision notified of the potential termination within the designated period (60-days), the street light services may[shall] be terminated, and any funds collected shall be applied to any Street Light Fee arrearages.

Reactivation of street lights in a community where service has been terminated for non-payment will require submission of a new application for streetlight service and pre-payment of any arrearages and/or the annual Street Light Electricity Fee.

REAUTHORIZATION OF THE UNINCORPORATED SUBDIVISIONS STREET LIGHTS PROGRAM

After a period of two years has elapsed after adoption and implementation of these Unincorporated Subdivision Street Lights Program Rules & Guidelines, a **public hearing** shall be held in each commissioner's precinct to elicit feedback regarding the experience of rural community residents with respect to the operation and administration of the Street Lights Program Rules & Guidelines. Suggestions, recommended changes, or improvements to the

program may be considered by the Commissioners' Court for the purpose of considering amendments to the Street Lights Program implemented the next fiscal year, or sooner, as determined to be appropriate.

AI-51814 **Budget and Management** **23. B.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration, and approval of revised Internship Policy.

BACKGROUND

Internship Policy was initially approved by CC on 06-05-2012 (AI #32647). Legal Counsel (DA's Office) has reviewed and approved as to form of the policy (refer to attached email dated 11-5-15).

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact to County. Interns do not get compensated for services rendered.

Attachments

Revised Internship Policy

Legal Approval

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	11/06/2015 08:31 AM
Budget & Management	Veronica Ortiz	11/06/2015 08:40 AM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Ivan Cantu		Started On: 10/14/2015 01:15 PM
Final Approval Date: 11/06/2015		

INTERNSHIP POLICY

A. PURPOSE

The purpose of this policy is to establish guidelines to offer experiential learning experiences for students in County offices and departments. This policy applies to student volunteers, interns, and externs.

B. POLICY

Hidalgo County offers volunteer opportunities, internships and externships in an effort to provide students from a wide variety of educational disciplines the opportunity to apply traditional academic classroom learning to actual work experience. The County strongly believes that internships are an important tool in recruiting, developing and retaining innovative people in local government and an important part of assisting the County in meeting the needs of today while preparing the workforce of the future.

Internship opportunities are unpaid. All placements must be approved by Commissioners' Court and approval must include the following items:

1. Job description & responsibilities

2. Placement location & supervisor name

3. Duration of internship

4. Agreement with educational institution (if applicable)

5. Any other relevant information as required by Commissioners' Court

Each participating elected official/department head will be responsible for administering the internship within their office/department and ensuring the policies and guidelines set forth herein are followed.

All interns must comply with the Hidalgo County Personnel Policy Manual and must complete the pre-employment training and enrollment requirements prior to commencing.

C. REQUIREMENTS

All interns must be citizens of the United States, or if not, must be legally authorized to work or study in the United States. Proof of citizenship or authorization will be documented during the training and orientation process. Interns must be 18 years of age or older, and must be enrolled in an institution of higher education. Interns must complete an internship application and agreement, and must meet the pre-employment training and enrollment requirements. Interns must sign a Waiver of Liability Release, agreeing to assume any risk of injury that may occur while rendering services to the County. The internship application, resume, and signed internship agreement will be kept on file by the Human Resources Department.

D. UNPAID INTERNSHIPS

1. Unpaid interns may be accepted on a volunteer basis. Unpaid interns may be appointed or may be selected through the Human Resources Department announcement and selection process. All unpaid internship placements must be approved by Commissioners' Court.

2. Unpaid interns are considered "Volunteers," receive no compensation or benefits, are not covered under worker's compensation, and must sign a Waiver of Liability Release agreement prior to commencing the internship.

3. Hidalgo County may enter into an agreement with an educational institution to provide college credit or required work experience for the internship, as applicable. The units of

credit earned for participating are authorized and conferred by the school of attendance. All agreements with educational institutions must be approved by Commissioners' Court.

4. Interns who are interested in seeking to gain work experience in a specific field or area may choose to independently volunteer as an unpaid intern. In such instances, students may or may not receive credit from the educational institution they attend.

E. TRAINING & ORIENTATION

Prior to beginning an intern assignment all interns will be required to meet the pre-employment training and enrollment requirements.

All interns , will be provided a copy of the Hidalgo County Personnel Policy Manual, must complete the pre-employment training and enrollment requirements prior to commencing, and will sign all relevant forms and acknowledgments , including but not limited to, personnel policy acknowledgement, harassment, nondiscrimination, and waiver of liability release form (as applicable).

The participating elected official/department head will be responsible for orienting interns to the organization.

Orientation should include:

- A list of expectations, job duties and goals;
- Departmental-specific policies and procedures;
- A list of the resources available to the intern (i.e., a workstation that has been set up for the intern, supplies and items needed by the intern); and
- Any other relevant information for the intern to be successful in the performance of their job duties

F. STANDARDS OF CONDUCT

All interns must abide by the standards of conduct as outlined in the Hidalgo County Personnel Policy Manual, and are responsible for complying with the required standards of conduct.

All interns are required to conduct themselves in a professional manner at all times and adhere to the Hidalgo County Personnel Policy Manual when dealing with sensitive matters and confidential information. Interns must maintain professional attire, hygiene and grooming in a professional business-like manner that is appropriate to the field of placement and which reflects positively on the County.

If any policy or standard of conduct is violated by the intern during the internship period, the intern will be terminated at the discretion of the County.

G. EVALUATION

All interns maybe provided with ongoing feedback on how well they are meeting the goals and expectations of their position. If applicable, the participating elected official/department head will be responsible for providing with the necessary feedback.

H. TERMINATION/COMPLETION

All interns are considered at-will placements, and the placement can be terminated at any time at the discretion of the County.

Upon completion of the internship period, interns are not automatically entitled to a paid position within the County.

I. REFERENCE

"Internship Agreement and Waiver of Liability"

INTERNSHIP AGREEMENT AND WAIVER OF LIABILITY

I, _____, agree to participate in an internship with The County of Hidalgo, Texas , as outlined in this agreement. I hereby certify that I am at least 18 years of age at this time, and I am a student at _____.

I hereby agree to comply with all relevant policies, procedures and requirements as outlined in the Hidalgo County Internship Policy and the Personnel Policy Manual I understand that I will not receive compensation for my services provided during the internship period, and that no other benefits will be provided. I understand that my placement and this internship is at-will and that I may be terminated at any time at the discretion of the County.

I hereby voluntarily release, discharge, waive and relinquish any and all action or causes of action for personal injury, property damage, or wrongful death occurring to me as a result of my internship with Hidalgo County. I hereby release, waive, discharge and relinquish any actions or causes of actions aforementioned, which may hereafter arise for me and my estate, and agree that under no circumstances will I prosecute or present any claim for personal injury, property damage or wrongful death against Hidalgo County or any of its agents and employees for any said cause of action, whether the same shall arise by negligence of any said persons, or otherwise. It is my intent by this instrument to exempt and release, indemnify and hold harmless Hidalgo County and any of its employees, its elected or appointed officials, employees and agents for any personal injury, property damage, or wrongful death cause by negligence.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING PARAGRAPHS AND HAVE BEEN FULLY AND COMPLETELY ADVISED OF THE POTENTIAL DANGERS INCIDENTAL TO PARTICIPATING IN AN INTERNSHIP AND AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT.

_____ _____

Signature Date

From: Victor M. Garza [mailto:victor.garza@da.co.hidalgo.tx.us]
Sent: Thursday, November 05, 2015 4:29 PM
To: 'Ivan Cantu'
Cc: 'Sergio Cruz'; 'damaris.sanmiguel@co.hidalgo.tx.us'; 'Dina Trevino'; 'Josephine Ramirez'
Subject: Legal Review

Mr. Cantu,

Thank you for your request. We have reviewed the last proposed draft of the Internship Policy; subject to the recommended changes, our office approves as to the form of the policy.

Thank for your time and consideration.

Respectfully,

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 292-7609 EXT. 8185
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

****
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****

AI-52007 **Budget and Management** **23. C.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Debbie Tamez, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Sheriff's Office (1100):
Approval of the following salary schedule changes, effective date of 11/02/15:

280-001	Slot No. 0053	Sr. Deputy Sheriff Step IV	$47,734.00	Deputy Sheriff Step I	$39,140.00
280-001	Slot No. 0040	Sergeant Step II	$49,017.00	Sergeant Step III	$50,733.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-280-001-0-XXX

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

BUDGETARY IMPACT:

Cost Savings.

Attachments

Fiscal Note
PAR FORMS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/29/2015 03:09 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Debbie Tamez		Started On: 10/27/2015 03:54 PM
Final Approval Date: 11/06/2015		

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, November 10, 2015 Agenda Item: 52007

Summary of request/proposal:
SHERIFF'S OFFICE (1100) -
Approval of the following personnel actions, effective date of 11/02/15:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Deputy Sheriff Step I	0053	113	47,734.00	39,140.00	(8,594.00)
1100	Sergeant Step III	0040	113	49,017.00	50,733.00	1,716.00
				96,751.00	89,873.00	(6,878.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-421-00-280-001-0-	113	SHERIFF-	REG F/T EMPLOYEES	($1,159.51)
5-1100-421-00-280-001-0-	211	SHERIFF-	HEALTH INSURANCE	$0.00
5-1100-421-00-280-001-0-	212	SHERIFF-	LIFE INSURANCE	$0.00
5-1100-421-00-280-001-0-	220	SHERIFF-	FICA	($88.70)
5-1100-421-00-280-001-0-	230	SHERIFF-	RETIREMENT	($123.26)
5-1100-421-00-280-001-0-	250	SHERIFF-	UNEMPLOYMENT COMP	($6.96)
5-1100-421-00-280-001-0-	260	SHERIFF-	WORKER'S COMP	($36.18)
			2015 Budgetary Impact	($1,414.61)

2016 Budgetary Impact: ($8,386.35)

Possible Funding Sources: Cost Savings

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 29 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 10-28-2015

CURRENT POSITION TITLE: SR. DEPUTY SHERIFF STEP IV **CURRENT SLOT. #:** 001-053

REQUESTED POSITION TITLE: DEPUTY SHERIFF STEP I
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other SALARY SCHEDULE CHANGE

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

POSITION SALARY REQUEST:

Salary Amount: $ 47,734.00 (Current Budgeted Salary) $ 39,140.00 (Proposed Budgeted Salary) $ (8,594.00) OT (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

SALARY SCHEDULE CHANGE.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	10/28/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	11/03/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	11/5/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 29 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 280 **DATE:** 10-28-2015

CURRENT POSITION TITLE: SERGEANT STEP II **CURRENT SLOT. #:** 001-040

REQUESTED POSITION TITLE: SERGEANT STEP III
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other SALARY SCHEDULE CHANGE

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

POSITION SALARY REQUEST:

Salary Amount: $ 49,017.00 (Current Budgeted Salary) $ 50,733.00 (Proposed Budgeted Salary) $ 1,716.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

SALARY SCHEDULE CHANGE.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	10/28/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	11/05/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/5/2015 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-52191 **Purchasing Department** **24. A. 1.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Discussion and applicable action in connection with Hidalgo County Property Insurance Coverage for: Commercial Property/Boiler, Machinery/Terrorism awarded [CC 10-27-15 AI#51951/Option #2] to McGriff, Seibels and Williams of Texas, Inc., including, but not limited to issues regarding the vendor's financial responsibility in covering Hidalgo County's assets.

BACKGROUND

Mr. Joe Blasi, Executive V-P with McGriff, Seibels and Williams to be available via teleconference in the event HCCC has questions.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Has been identified through DBM at time of payment and issuance of same.

Attachments

comp chart
info
RATING

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/06/2015 04:06 PM
Budget & Management	Veronica Ortiz	11/06/2015 04:07 PM
Auditor's Office	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Marty Salazar		Started On: 11/06/2015 02:47 PM

Final Approval Date: 11/06/2015

HIDALGO COUNTY PROPERTY & CASUALTY INSURANCE

			2016-2017 Proposed Coverage Summary	
Type Of Coverage	**Proposed for 2016-2017**	**2015 Premium/Fees**	**2016 Proposed Premium/Fees**	**Proposed Price Difference + -**
General Liability	Munich-Princeton	$430,600.00	$400,966.00	**-$29,634.00**
Law Enforcement	Munich-Princeton	$287,066.00	$386,115.00	**+99,049.00**
Employee Benefits w/W. Acts	Munich-Princeton	w/W. Acts	w/G. Liability	
Wrongful Acts	Munich-Princeton	$637,925.00	$519,771.00	**-$118,154.00**
Auto Liability	Munich-Princeton	$167,454.00		
Auto Physical	Munich-Princeton	$71,766.00	$178,207.00	**-$61,013.00**
Crime	Ace American Ins.	$15,500.00	$15,000.00	**-500.00**
Medical Professional Liability	Merkel Evanston Ins.	$127,439.00	$134,200.00	**+$6,761.00**
District Clerk Errors/Omissions	Lloyd's London	$9,171.00	$9,206.00	**+$35.00**
County Clerk Errors/Omissions	Lloyd's London	$8,486.00	$9,202.00	**+$716.00**
Pollution Liability	Ace American Ins.	$4,242.00	$4,500.00	**+$258.00**
Differences in Conditions:	Ace American Ins.	$3,000.00	$3,000.00	**No Change**
Kidnap & Extortion	Ace American Ins.	$7,000.00	$7,000.00	**No Change**
Third Party Administration	TriStar	$48,000.00	$49,500.00	**+$1,500.00**
Volunteer Accident Policy	National Union Fire Ins.	$500.00	$600.00	**+$100.00**
Cyber Attack		No Coverage	$34,027.00	**+$34,027.00**
SUB-TOTAL PREMIUM		**$1,818,149.00**	**$1,751,294.00**	**-$66,855.00**
***OPTION 1 Property, Boiler & Machinery	McGriff, Seibles & Williams, Inc.	$745,728.00	$570,000.00	**-$175,725.00**
Wind/Hail Deductible Buy Back *(covered by OPTION 1)*		$99,114.00		**-$99,114.00**
OPTION 1 TOTAL PREMIUM		**$844,842.00**	**$570,000.00**	**-$274,842.00**
***OPTION 2 Property, Boiler & Machinery *(Including Flood Policy for Flood Zones A & V)*	McGriff, Seibles & Williams, Inc.	$745,728.00	$632,946.00	**-$112,782.00**
OPTION 2 TOTAL PREMIUM		**$844,842.00**	**$632,946.00**	**-$211,896.00**

McGriff, Seibles, & Williams of Texas, Inc. (Awarded Vendor) Cost & Coverage for Property, Boiler & Machinery Coverage		Montalvo Insurance Agency Proposed Cost & Coverage for Property, Boiler & Machinery		
$632,946.00	Includes Terrorism	$680,567.00		Includes Terrorism
$0.00	Buy Back Policies not necessary	$99,199.00		Cost of Buy Back Policies necessary
$632,946.00	w this carrier	$779,766.00		w this current carrier
$7,000.00	Flood Coverage for Zone A-National	$143,460.00	$3,188.00	per location (currently have 45
$639,946.00	Flood Insurance Program (NFIP)	$923,228.00		locations covered)

Difference in Cost: $283,282.00

Zimbra **yvette.salinas@co.hidalgo.tx.us**

clarification

From : Joe Blasi <JBLASI@McGriff.com> Fri, Nov 06, 2015 12:44 PM
Subject : clarification 2 attachments
To : Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>
Cc : Martha Salazar <martha.salazar@co.hidalgo.tx.us>, Roy Quintanilha <roy.quintanilha@co.hidalgo.tx.us>, Susan Golla <SShoemake@McGriff.com>, Lisa Carite <lcarite@McGriff.com>, Joe Blasi <JBLASI@McGriff.com>

Dear Ms. Salinas and Ms. Salazar,
Further to the email below and our conversation today, we can confirm that the County is insured for the Full Total Insured Value per the terms and conditions of our proposal and the most recent Statement of Values now on file with our company.

Also, Surplus Lines Carriers are approved and allowed by the Texas Department of Insurance. There is no restriction preventing a Texas County from purchasing insurance from a surplus lines carrier. In fact, practically all large Texas coastal counties and other tax-supported entities maintain insurance coverage with surplus lines underwriters. Texas Counties and other government agencies have placed billions of premium dollars with S/L carriers for many years without incident. For example, the Texas *State Office of Risk Management* has used S/L carriers (Lexington, in particular) to cover numerous state agencies. I am happy to put you in contact with the SORM Executive Director in Austin or the Insurance Director for The City of Houston if necessary.

Additionally, the County has purchased coverage from Surplus Lines carriers in the past. I believe the County's current Liability Insurance carrier (Munich-Princeton) is also a surplus lines underwriter.

Finally, as with any insurance carrier, the Loss Prevention engineers will bring hazardous conditions to your attention and expect a response to their recommendations. Due to the increased loss exposure created by "Vacant" buildings, underwriters require a list of any "Vacant" buildings. Please provide this list in the coming weeks, and please notify use during the policy period when a building becomes vacant.

I hope this information is helpful. Please contact me if you would like to discuss further.
-Joe

Joseph R. Blasi, ARM, CPCU
McGriff, Seibels & Williams
o) 713-940-6565
c) 713-213-9934

BB&T (NYSE: BBT)
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From: Joe Blasi
Sent: Thursday, October 29, 2015 6:00 PM
To: 'Yvette Salinas'
Cc: Martha Salazar; Roy Quintanilha; Steve Crain; Cruz, sergio; Susan Golla
Subject: clarification

Hi Yvette,
Yes, we use Surplus Lines Carriers as approved and allowed by the Texas Department of Insurance. There is no restriction preventing a Texas County from purchasing insurance from a surplus lines carrier. In fact, practically all large Texas coastal counties and other tax-supported entities maintain insurance coverage with surplus lines underwriters.

The County has purchased coverage from Surplus Lines carriers in the past. I believe the County's current Liability Insurance carrier (Munich-Princeton) is also a surplus lines underwriter.

I hope this information is helpful. Please contact me if you would like to discuss further.
-Joe

Joe Blasi, ARM, CPCU
713-213-9934

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Thursday, October 29, 2015 2:39 PM
To: Joe Blasi
Cc: Martha Salazar; Roy Quintanilha; Steve Crain; Cruz, sergio
Subject: Re: clarification

Good afternoon Joe,

I do have another question, are these underwriters surplus lines?

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539

956-318-2626
yvette.salinas@co.hidalgo.tx.us

----- Original Message -----
From: Joe Blasi <JBLASI@McGriff.com>
To: Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>
Sent: Wed, 28 Oct 2015 15:00:12 -0500 (CDT)
Subject: clarification

Hi Yvette,

Our lead underwriters are as follows:
Lexington Insurance Co.
Amrisc Underwriters
Axis Insurance Co.

Please let me know if you have any other questions.

Joseph R. Blasi, ARM, CPCU
Executive Vice President
McGriff, Seibels & Williams
o) 713-940-6565
c) 713-213-9934

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]

Sent: Wednesday, October 28, 2015 11:50 AM
To: Joe Blasi
Cc: Martha Salazar
Subject: clarification

Hello Mr Blasi,

Is McGriff, Seibels, & Williams of Texas, Inc. the underwriter/carrier for the coverage options you submitted in response to RFP #2015-101-10-07-YSS.

If not, please advise provide me with the underwriter(s).

Your prompt response is appreciated.

Zimbra **yvette.salinas@co.hidalgo.tx.us**

RE: Issues Discussed 11.06.15

From : Joe Blasi <JBLASI@McGriff.com> Fri, Nov 06, 2015 03:04 PM
Subject : RE: Issues Discussed 11.06.15
To : Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>
Cc : Roy Quintanilha <roy.quintanilha@co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Hi Yvette,
In addition to the email I sent earlier addressing the issues below, here is a just a sampling of the Texas Governments who also use S/L carriers for their Property & Windstorm Insurance:

COUNTIES: Nueces, Harris, Jefferson, Matagorda, Cameron, Galveston, Jefferson
CITIES: Houston, Corpus, Beaumont, Port Arthur, League, Pasadena
STATE: University of Texas, University of Houston, Texas A&M, Texas Department of Transportation

Joe Blasi, ARM, CPCU
713-213-9934

From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Friday, November 06, 2015 12:51 PM
To: Joe Blasi
Cc: Roy Quintanilha; sergio Cruz; Yolanda Chapa; Erika Reyna; Valde Guerra; Darlene H. Betancourt; Martha Salazar; Yvette Salinas
Subject: Issues Discussed 11.06.15

Good Afternoon Mr. Blasi,

This will serve to summarize our telephone conference held at approximately 11:25 am this morning. Participants were: Joe R. Blasi, Martha L. Salazar, and Yvette Salinas.

I am providing the issues discussed.

Proposed Non-Admitted/Surplus Lines

The carrier Lexington is a surplus, non-admitted carrier. Does the insurance Code of Texas (Chapter 981.004) allow non admitted carriers ONLY if there is not an admitted company that can offer coverage? Information provided states Joanne Davis at TDI said admitted markets should be used first in this case, she can be reached at: 512-676-6395.

Additional Omitted Carrier Information

Your proposed terms and conditions sheet reflects 10 million of coverage for Lexington. Where is the balance of 281 million in coverage coming from? Will it be a variety of non-admitted markets taking layers up to the full limits?

Elimination of Sub-Properties

Will MS&W be performing a property inspection? If so, and if any properties are categorized as sub-par, will you be asking Hidalgo County to remove such property from coverage?

As discussed Hidalgo County's long range plan is to dispose of vacant properties and has commenced the process of disposition through a broker.

Please provide Hidalgo County with a detailed response (via e-mail) to each of the items herein so as to satisfy any questions and/or concerns our Hidalgo county Commissioners' Court members may have.

Reply as soon as possible but no later than 5:00 pm, Monday, November 9, 2015.

Respectfully,
Yvette Salinas

Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

Texas Department of Insurance
333 Guadalupe St. P.O. Box 149104 Austin, TX 78714-9104

LEXINGTON INSURANCE COMPANY

Skip over these navigation links.

Show Explanation of Terms

Table of Contents
General Info | Contact Info | Types of Insurance | Use of Credit | Attorney for Service | Ratings | Financial Info | Premiums | Complaint Ratios | Company History | Company Officers

General Information:

Return to top.

Type of Entity:	Surplus Lines (SL) Non Admitted
Status of TX License:	Eligible
Company Status:	Normal Operations
License Number:	101093
NAIC Number:	19437
TDI Company Number:	101093
FEIN:	251149494
Home City/State:	DE
Origin:	Foreign
Date Incorporated/Organized:	03/31/1965
Date Licensed/Eligible/Registered in Texas:	01/01/1981
Date Cancelled/Ineligible/Inactive:	

Contact Information:

Return to top.

Mailing Address:	99 High St Fl 23 Boston MA 02110-2378
Office Number:	(212)458-7940
Toll Free Number:	
Fax Number:	(212)602-0109
Physical Address:	70 Pine Street New York City NY 10270
Office Number:	
Toll Free Number:	
Fax Number:	

Texas Department of Insurance
333 Guadalupe St. P.O. Box 149104 Austin, TX 78714-9104

FEDERAL INSURANCE COMPANY

Skip over these navigation links.

Show Explanation of Terms

Table of Contents
General Info | Contact Info | Types of Insurance | Use of Credit | Attorney for Service | Ratings | Financial Info | Premiums | Complaint Ratios | Company History | Company Officers

General Information:

Return to top.

Type of Entity:	Fire and Casualty (FC)
Status of TX License:	Active
Company Status:	Normal Operations
License Number:	28750
NAIC Number:	20281
TDI Company Number:	28750
FEIN:	131963496
Home City/State:	IN
Origin:	Foreign
Date Incorporated/Organized:	02/01/1901
Date Licensed/Eligible/Registered in Texas:	01/01/1904
Date Cancelled/Ineligible/Inactive:	

Admitted

Contact Information:

Return to top.

Mailing Address:	15 Mountain View Road Warren NJ 07059
Office Number:	(908)903-2525
Toll Free Number:	
Fax Number:	(908)903-3805

Types of Insurance Licensed to Write:

Return to top.

Proposed Terms & Conditions

Commercial Property
$10,000,000 Primary

Where rest of limits going to be sourced?

Policy Period: December 31, 2015 to December 31, 2016

Perils Insured: All Risk of direct physical loss or damage including Flood and Earthquake, excluding Boiler & Machinery, subject to terms and conditions of the policy

Coverage: Real Property, Personal Property, Business Income and Extra Expense

Total Insured Values: Per Schedule on File with the Company

$ 218,091,624	Building
$ 38,327,905	Business Personal Property
$ 16,051,827	Headstart Properties
$ 272,471,356	**TIV Per RFP as of 09/14**
$ 18,757,550	Heavy Equipment per SOV
$ 291,228,906	**Total Insurable Value**

Limits: **$ 10,000,000** Primary Per Occurrence

Program Sub-limits: The following ***Program Sub-limits*** are not in addition to the above policy Limit of Liability and are Per Occurrence unless otherwise noted.

****Maximum Sub-Limit amount to be covered in the Primary Layer shall not exceed $10,000,000***

$ 5,000,000	Per Occurrence and Annual Aggregate for the peril of Earth Movement except;
Not Covered	Per Occurrence and Annual Aggregate for the peril of Earth Movement in California, Alaska, Hawaii and/or Puerto Rico, New Madrid

MSW

McGriff, Seibels & Williams of Texas, Inc.
Hidalgo County 01/01/2016 to 01/01/2017 Property Program

Property Carrier	**Standard & Poors Rating**	**A.M. Best Rating**
Lexington Insurance Company	A+	A XV
Axis Surplus Insurance Company	A+	A+ XV
First Specialty Insurance Co. (Swiss Re)	AA-	A+ XV
Scottsdale Indemnity Company	A+	A+ XV
Terrorism Carrier	**Standard & Poors Rating**	**A.M. Best Rating**
Validus (Lloyds Syndicate #1183)	A	A VII
Boiler & Machinery Carrier	**Standard & Poors Rating**	**A.M. Best Rating**
Continental Casualty Company (C.N.A.)	A	A XV

AI-52183 **Purchasing Department** **24. A. 2.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation by Schneider Electric [awarded contractor through TIPS-The Interlocal Purchasing System] to perform a " business case energy analysis" at no cost or obligation to Hidalgo County including the execution of Letters of Interest and Authorization [by County Judge, Court Member or Executive Officer].

BACKGROUND

County Judge's Office has provided Hon. J. Solis, Civil Section Chief, HC DA Office-

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Authorization Form

BACKUP

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/06/2015 03:30 PM
Budget & Management	Veronica Ortiz	11/06/2015 03:32 PM
Auditor's Office	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Marty Salazar		Started On: 11/06/2015 02:04 PM
Final Approval Date: 11/06/2015		

Hidalgo County
BUSINESS CASE ANALYSIS LETTER OF INTEREST

Hidalgo County is interested in evaluating the current state of business operations with the purpose of identifying future opportunities for *enabling* the goals, mission and direction of the organization. This letter is to authorize Schneider Electric to proceed with a Business Case analysis at no financial obligation to the customer.

SECTION 1:
Customer agrees to provide the following:

A) Complete access to facilities for Schneider Electric's Certified Energy Managers and Energy Analysts for the purpose of surveying types of equipment and operating characteristics;

B) Necessary utility data, as requested;

C) Access to personnel to discuss operating requirements; and

D) Opportunities for customer representatives to meet with Schneider Electric for the review of the Business Case analysis.

SECTION 2:
Schneider Electric will provide the customer with the following:

A) Identification of organization goals/ mission/ vision of Hidalgo County

B) A current state operations analysis including potential cost savings estimates;

C) Identification of potentional solutions opportunities for advancing organizational goals;

D) A financial analysis/ overview for savings and overall economic impact;

E) A means for addressing public awareness and community engagement opportunities.

	Hidalgo County		**Schneider Electric Buildings Americas, Inc.**
By	_____ (Signature)	By	_____ (Signature)
Print Name	_____	Print Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

This letter is to be accepted until November, 2016.

Schneider Electric Buildings America, Inc.

LETTER OF AUTHORIZATION FOR THE REQUEST OF HISTORICAL USAGE INFORMATION

Date: _____ Expiration Date: _____

LIST TDU (List TDUs that apply to request)

☐ Oncor/ TXU ☐ Centerpoint/Reliant/HL&P ☐ PUB

☐ AEP/ CPL/ WTU ☐ TNMP/ First Choice Power ☐ Entergy Texas

Please accept this letter as a formal request and authorization for the above referenced **Distribution Company (TDU)**, **Retail Electric Provider (REP)**, **water** and or **gas** provider to release billing information, consumption & energy usage data, including kWh, kVA or KW, and interval data (if applicable) at the following location(s) to **Schneider Electric Buildings America, Inc**. This information request shall be limited to no more than the most recent 24-month period of service.

☐ Summary Billing Data Only ☐ Interval Data Only ☐ Both Summary and Interval Data

If an attachment is used, please use a separate attachment per TDSP with the ESI IDs that are specific to a TDSP.
TDSP will reject if ESI IDs are submitted that are not associated

Service Address	ESI Number (found on bill)

Please forward usage and load information in electronic (Microsoft Excel) format to:

E-mail: aaron.garcia@schneider-electric.com

Authorization

I affirm that I have the authority to make and sign this request on behalf of my company for all ESI IDs that are associated with this request.

(Signature) (Company)

☐ **By checking this box, the Customer identified below and (Requesting party) Schneider Electric Buildings America, Inc., affirm that the authorizing signature is the Customer identified below and hold the TDU, WATER OR GAS COMPANY harmless for providing the historical data to requested party as identified on this form.**

(Name, printed) (Billing Street Address)

(Title) (City, State, Zip Code)

(Email Address) (Telephone Number)

(Date) (Fax Number)

502 E. Expressway 83, Suite 1 – Weslaco, Texas 78596 – (956) 534-7783 – Fax (956) 621-0167 – Email aaron.garcia@schneider-electric.com

24A.2
Att S2183
11/10/15

THE COUNTY OF HIDALGO TEXAS

Proposed Solution



- Real-time, integrated meters
- Energy dashboard
- *Renewable technology*

- Creative fund sourcing services
- Guaranteed savings up to 20 years

- IT enterprise management
- Voice over IP
- Security
- Water management tech
- *Server virtualization*

- Sustainability branding
- Press releases, signage & social media
- Outreach events
- Accountability reports
- *Kiosks*

- Retro-commissioning
- Building automation
- Lighting upgrades & controls
- Mechanical systems
- Building Envelope measures
- *Water conservation measures*

- Training & support services
- Local & minority subcontractor engagement
- Conserve my planet
- My energy university

AI-52014 **Purchasing Department** **24. A. 3.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Presentation by Hidaldo County Energy Consultant - Robert Peña (Texas Energy Consultant) of scoring grid for the purpose of ranking by Commissioners' Court, the responses received from cooperatives, state programs and/or aggregate pools in connection with Electricity Energy Supply Services RFP 2015-028A-10-30.

Company	Average Score	Ranked

b. Award a contract for electric energy services with the number one recommended/ranked provider _____ for a term of _____ months subject to legal review.

BACKGROUND

1. 16 packets sent out to potential participants
2. 7 packets received
3. 3 packets qualified for consideration and analysis

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Expenditures would be responsibility of each user department

Attachments

ACCEPTANCE-PARTICIPATION LOG

summary

presentation

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	11/06/2015 05:04 PM

Form Started By: Yolanda Velasquez Started On: 10/28/2015 11:31 AM

Final Approval Date: 11/06/2015

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

PROPOSAL ACCEPTANCE DATE: OCTOBER 30, 2015 | **PROPOSAL ACCEPTANCE TIME: 4:00 P.M.**

DESCRIPTION OF RFP: HIDALGO COUNTY –"ELECTRICITY SUPPLY SERVICES"

RFP NO: 2015-028A-10-30-YZV | **BUYER: Yolanda Velasquez**

RFP	NAME OF COMPANY	ACKNOWLEDGED
#1	*AMBIT ENERGY	√
#2	RELIANT ENERGY	√
#3	TEXAS GENERAL LAND OFFICE-STATE POWER PROGRAM-CAVALLO ENERGY	√
#4	*AMERI POWER	√
#5	TASB-ENERGY WITH DIRECT ENERGY	√
#6	*GDF SUEZ	√
#7	*TXU ENERGY	√
#8		

UNABLE TO CONFIRM PARTICIPATION THRU ANY COOPERATIVE OR AGGREGATE POOL

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: October 30, 2015 BID OPENING TIME: 4:00 P.M.

DEPARTMENT/RFP DESCRIPTION: "ELECTRICITY SUPPLY SERVICES" - HIDALGO COUNTY
RFP NO.: 2015-028A-10-30-YZV

	NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1	NRG Compass Rob Gaudette	Email	compass@nrg.com	10/15/15	1201 Fannin Street Houston, TX 77002
2	RES Nathaniel Johnson Belia Velasquez	Email	njohnson@resyes.com velasquezbelia09@yahoo.com	10/15/15	3030 North Shary Rd Mission, TX 78572 Tel: 956-583-6633
3	Bid Texas Online INC Dennis Escobar	Email	dennis@bidtexasonline.com	10/15/15	3900 N. 10th Ste 910 McAllen, TX 78501 Tel: 956-992-0332 Cel: 956-328-1193
4	Veteran Energy Solutions Robert Vales	Tel		10/15/15	Tel: 532-0141
5	Inteliges Solutions, Inc. Mario Espinosa	Tel	Mespi77005@aol.com	10/15/15	Tel: 956-457-3189
6	United Power Company Paul/Steve Gross	Email	sgross@unitedpowerconsultants.com	10/15/15	Tel: 954-582-7300
7	True Energy Oscar Navarro Tim Cortez	Email	Tim.cortez@truenergy.net	10/15/15	Tel: 855-625-3205 ext. 3010-Oscar Tel: 972-808-7465 x 1032-Tim
8	EnerNOC, Inc Crystal Knight Thomas	Email	Crystal.knightthomas@enernoc.com	10/15/15	
9	Cavallo Energy Texas Ruben de los Santos	Email	rubendls@cavalloTSPP.com	10/15/15	4545 Posk Oak Place Ste 342 Houston, TX 77027 Tel: 361-334-4620
10	Tradition Energy Bob Wooten	Email	Bob.wooten@tradionenergy.com	10/15/15	3050 Post Oak Blvd. Ste 530 Houston, TX 77056 Tel: 713-609-9929
11	AmeriPower Ted Singh	Email	tsingh@ameripower.com	10/15/15	P O Box 16206 Sugarland, TX 77496 Tel: 281-240-0405, ext 223
12	TXU Energy Eric R. Holz	Email	Eric.Holz@txu.com	10/15/15	2603 Augusta, Suite 300 Houston, TX 77057 Tel: 713-953-5666
13	Ambit Energy James Halpin	Email	JHalpin@ambitenergy.com	10/15/15	1801 N. Lamar St, Suite 600 Dallas, TX 75202 Tel:972-813-0379

***VIA:** **BIDDER LIST MAIL OUT (BLM)** **IN PERSON (IP)**
E-MAIL (EM) **TELEPHONE REQUEST (TR)**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: OCTOBER 30 2015 BID OPENING TIME: 4:00 P.M.

DEPARTMENT/RFP DESCRIPTION: "ELECTRICITY SUPPLY SERVICES" - HIDALGO COUNTY
RFP NO.: 2015-028A-10-30-YZV

	NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
14	Hudson Energy Robert Vera	Email	Robert.Vera@hudsonenergy.net	10/15/15	5251 Westheimer Rd Houston, TX 77056 Tel: 713-544-8148
15	GDF Suez Francisco Rodriguez	Email	Francisco.Rodriguez@gdfsuezna.com	10/15/15	4005 Blackhawk St. Edinburg, TX 78539 Tel: 956-378-5770
16	Angel Magallanes TASB Electric Cooperative	Email	Angel.Magallanes@tasb.org	10/15/15	Tel: 956-393-7606
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					

Company	Reliant HCDE	TDSP	Total Reliant	Cavallo GLO	TDSP	Total Cavallo	Direct Energy TASB	TDSP	Total Direct Energy
Contract Mos.									
12	0.03389	0.03321	0.06710	0.034730	0.03321	0.067940	0.03817	0.03321	0.0713800
24	0.03544	0.03321	0.06865	0.036450	0.03321	0.069660	0.03987	0.03321	0.0730800
36	0.03625	0.03321	0.06946	0.037335	0.03321	0.070545	0.04089	0.03321	0.0741000
Final Proposal	1			2			3		

Hidalgo County RFP Pricing Comparison per Kilowatt Hour

Current Contract 0.13 13 cents as Bundled Price

Proposed Contract 0.03544 Energy ONLY
0.03321 Transmission Distribution
PUC Regulated

Total 0.06865

The County utilizes almost 18 million kilowatt hours per Year.

Current Contract	18,000,000 x .13 cents	=	$ 2,340,000
Proposed Contract	18,000,000 x .06865	=	1,197,000
	Savings		**$ 1,143,000**

Presentation regarding RFP for Electric Supply – Hidalgo County

Presented by:
Robert Pena
Texas Energy Consultants

Hidalgo Co Electric Supply RFP

- The Electric Supply RFP was prepared and 16 packets were distributed on October 19, 2015.
- There were 7 companies that responded with proposed submittal.
- All companies met the pricing & energy requirements per the RFP.
- There were 4 companies that did not meet the qualifications of the Purchasing Cooperative.
- Pricing was very close & competitive amongst the top 5 proposals.

Hidalgo Co Electric Supply RFP

- Proposals were sought for contract periods of 12, 24, 36, & 48 months to allow the County flex term options.
- Pricing options sought were “unbundled prices” which separated energy price, transmission/distribution (TDSP), ancillary and discretionary fees.
- Energy Price ONLY (excludes TDSP costs) ranged from lowest proposer at 0.03366 cents p/kwh to highest proposer at 0.04089 cents p/kwh.
- TDSP pricing as set by Public Utilities Comm doesn’t vary much from the 0.03 to 0.035 cent range.
- ALL contracts submitted were thoroughly reviewed to determine or account for pricing variances, ancillary fees, discretionary fees, & late payment penalties.

AI-52118 **Purchasing Department** **24. A. 4.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to current agreement "Texas GLO Electric Sales Agreement" [under "TERM"] between Hidalgo County [C-08-041-04-29] and Reliant [an NRG Company] requesting approval to send written notice to **"Terminate"** this agreement to coincide with its **"Expiration date of November 30, 2015" [and as stated in attached notice of expiration from Reliant] f**or the provision of Electric Power Services with effective date of 12:01 am, December 1, 2015.

BACKGROUND

Tx GLO Agreement

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

HC would have the burden to pay for services under all user departments through November 30, 2015.

Attachments

1st Amendment-Tx GLO-RELIANT EXP 11-30-15

Reliant GLO Agreement

Notice by Reliant

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/04/2015 04:19 PM
Budget & Management	Veronica Ortiz	11/04/2015 04:28 PM
Manuel Chapa	Manuel Chapa	11/06/2015 10:54 AM
Auditor's Office	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Letty Saenz		Started On: 11/04/2015 01:34 PM

Final Approval Date: 11/06/2015

GLO Contract No. 08-5120-000-3301

This Agreement is confidential and is exempt from disclosure under the Open Records Act

FIRST AMENDMENT TO ELECTRIC SALES AGREEMENT

THIS FIRST AMENDMENT TO ELECTRIC SALES AGREEMENT (this "**First Amendment**") is entered into as of the **24th day of August, 2010** (the "**Amendment Date**") between **Texas General Land Office** ("**GLO**") and **County of Hidalgo** ("**Customer**") (collectively, the "**Parties**").

GLO and Customer entered into an Electric Sales Agreement dated May 22, 2008 (as same may have been previously modified or amended, the "**Agreement**"). This First Amendment sets forth the Parties' mutual agreement to amend the Agreement as set forth below. Undefined capitalized terms have the meanings assigned to them in the Agreement.

1. **Term**. As of the Amendment Date, the TERM provision set forth on Page 1 of the Agreement is amended by deleting the second sentence and replacing it with the following:

> "The term will commence on the Switch Date, or, if a switch is not required, on the first Meter Read Date on or after **June 1, 2008**, and will expire, unless earlier terminated, on the first Meter Read Date after **November 30, 2015** for each Customer Location ("**Initial Term**")."

2. **Definitions**. As of the Amendment Date, the following will occur with regard to the **Definitions** section contained in the **General Terms and Conditions** of the Agreement: (i) the definition of "**Seller**" is deleted and replaced in its entirety with the following: "**Seller**" shall mean the Texas General Land Office, acting through its representative, Reliant Energy Retail Services, LLC, a Delaware limited liability company ("**Reliant**") and is sometimes referred to herein as "we" "us" and "our", (ii) the reference to "Solutions" in the definition of "**Default Service**" is deleted and replaced with "Reliant", (iii) the following definitions are deleted: "**Password**", "**Transition Charge**", "**Transition Term**", and "**Site**" and (iv) the following definitions are added:

> "**Law**" means any law, statute, regulation, rule, ERCOT protocol, exchange rule, decision, writ, order, decree, or judgment, or any interpretation thereof by any court, agency, or instrumentality having jurisdiction, including ERCOT.
>
> "**Meter Read Date**" means the actual meter read date that corresponds to the TDSP's regularly scheduled meter read date, as ascertained from the meter reading schedule published on the TDSP's website.
>
> "**Site**" means the Texas General Land Office website on the Internet, http://www.glo.state.tx.us/energy/spp/index.html.

3. **Assignment**. As of the Amendment Date, the **Assignment to Solutions** provision is deleted and replaced in its entirety with the following:

> "**Assignment to Reliant:** Notwithstanding anything to the contrary in this Agreement, if, subsequent to the date of this Agreement, Seller (1) is prohibited by law from selling electricity to Customer, or (2) is in Default under this Agreement, Seller, Customer and Reliant agree that Reliant will sell electricity directly to Customer at the same Contract Price and upon the terms and conditions contained herein, for the remainder of the Term of this Agreement. In this event, Customer shall have incurred no actual damages."

4. As of the Amendment Date, the following provision is added after the **Assignment to Reliant** provision in the **General Terms and Conditions**:

"**Change in Law:** If a Party or its activities related to this Agreement are affected by any Law enacted after the Effective Date ("**Change in Law**") that makes performance of this Agreement unenforceable or illegal, then either Party, without any payment obligation or other liability (other than payment for Energy received and performance of other transactions or other obligations incurred before termination), may terminate this Agreement without consent of, and upon Notice to, the other Party, upon the earlier of 60 days prior Notice or other prior Notice effective on the date the Change in Law becomes effective; provided that Seller will exercise this termination right only if it is unable, after commercially reasonable efforts, to effect an assignment of this Agreement to Reliant pursuant to the immediately preceding paragraph before the Change in Law becomes effective. If a Change in Law occurs relating to the wholesale or retail electricity market in ERCOT resulting in new or modified fees, costs of performance, or other charges being incurred by Seller and other ERCOT market participants, including taxes, fees, charges, impositions, assessments, or restrictions or allowance requirement(s) related to carbon emissions from electric generation in ERCOT ("**Emissions Charges**"), then to the extent incurred by Seller, all of the incremental amounts, including Emissions Charges, may be reasonably allocated and billed to Customer as an authorized charge or adjustment to the Contract Price."

5. **Customer Locations.** As of the Amendment Date, **Appendix A** of the Agreement is deleted and replaced with the attached **Appendix A.**

6. **Appendix B/Contract Charge.** As of the first Meter Read Date on or after **September 1, 2010, Appendix B** is deleted and replaced with the attached **Appendix B.**

All Appendices attached hereto are incorporated herein for all purposes.

Except as specifically amended and provided herein, the terms and conditions of the Agreement shall remain in full force and effect as written and the law governing the Agreement shall govern this First Amendment.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, execute, ratify and confirm this First Amendment as of the Amendment Date.

THE PERSON SIGNING THIS AGREEMENT ON YOUR BEHALF OF THE CUSTOMER CERTIFIES THAT HE OR SHE IS AUTHORIZED TO LEGALLY OBLIGATE THE CUSTOMER.

TEXAS GENERAL LAND OFFICE
SELLER:

By: _____
Larry L. Laine,
Chief Clerk/Deputy Land Commissioner
General Land Office

Date: 10/6/10

SA AM
DIV
GC WPW

COUNTY OF HIDALGO
CUSTOMER:

By: _____

Name: _____

Title: County Judge

Date: 08/25/10

ATTEST:
Hidalgo County Clerk
Arturo Guajardo Jr.

THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF RELIANT ENERGY RETAIL SERVICES, LLC CERTIFIES THAT HE OR SHE IS AUTHORIZED TO LEGALLY OBLIGATE RELIANT ENERGY RETAIL SERVICES, LLC. Reliant is a signatory to this Agreement for purposes of acknowledging its obligations to accept assignment as provided in the General Terms and Conditions.

RELIANT:

RELIANT ENERGY RETAIL SERVICES, LLC

By: _____

Name: Jason Few

Title: [redacted] President

Date: _____

Approved as to form:
Atlas & Hall, LLP
By: _____

This Agreement is confidential and is exempt from disclosure under the Open Records Act

APPENDIX A

Customer Locations

#	CUSTOMER LOCATION NAME	CUSTOMER LOCATION ADDRESS	CITY	ST	ZIP	ESID	COMMENCEMENT DATE
1.	Hidalgo County	3100 S US HIGHWAY 281 UNIT SHED	EDINBURG	TX	78539	10032789400692201	6/1/2008
2.	Hidalgo County	3100 S US HIGHWAY 281 ODLT 150HPS	EDINBURG	TX	78539	10032789400692202	6/1/2008
3.	Hidalgo County	704 E TEXANO DR #CLINIC	HIDALGO	TX	78557	10032789402851500	6/1/2008
4.	Hidalgo County	722 N BREYFOGLE RD UNIT A2	MISSION	TX	78572	10032789402975838	6/1/2008
5.	Hidalgo County	2 N 6TH AVE	SAN CARLOS	TX	78539	10032789403848460	6/1/2008
6.	Hidalgo County	722 N BREYFOGLE RD UNIT C6	MISSION	TX	78572	10032789404058039	6/1/2008
7.	Hidalgo County	2802 S CLOSNER BLVD	EDINBURG	TX	78539	10032789404398205	6/1/2008
8.	Hidalgo County	1 FM 886 UNIT 1000HPS	LOS EBANOS	TX	78565	10032789404610889	6/1/2008
9.	Hidalgo County	317 N CLOSNER BLVD UNIT BS	EDINBURG	TX	78541	10032789405600210	6/1/2008
10.	Hidalgo County	90 CEMETERY RD ODLT 400MH	LOS EBANOS	TX	78565	10032789405833540	6/1/2008
11.	Hidalgo County	1902 JOE STEPHENS AVE ODLT 400HPS UNIT ODL	WESLACO	TX	78596	10032789406011601	6/1/2008
12.	Hidalgo County	1101 N DOOLITTLE RD OFC	EDINBURG	TX	78541	10032789406220740	6/1/2008
13.	Hidalgo County	1101 N DOOLITTLE RD UNIT 1KMH3X3	EDINBURG	TX	78542	10032789406220741	6/1/2008
14.	Hidalgo County	100 N CLOSNER BLVD ODLT 1KMH6X7	EDINBURG	TX	78539	10032789406506775	6/1/2008
15.	Hidalgo County	1 E UNIVERSITY DR UNIT 175MV	EDINBURG	TX	78539	10032789407191410	6/1/2008
16.	Hidalgo County	1 E UNIVERSITY DR UNIT 400MV	EDINBURG	TX	78539	10032789407191411	6/1/2008
17.	Hidalgo County	722 N BREYFOGLE RD UNIT C3	MISSION	TX	78572	10032789407522345	6/1/2008
18.	Hidalgo County	3100 S US HIGHWAY 281 UNIT 1	EDINBURG	TX	78539	10032789408071865	6/1/2008
19.	Hidalgo County	1 FM 493 COUNTY DUMP	DONNA	TX	78537	10032789408154350	6/1/2008
20.	Hidalgo County	402 N 13TH AVE	EDINBURG	TX	78541	10032789408394031	6/1/2008
21.	Hidalgo County	301 E HACKBERRY AVE UNIT R	MCALLEN	TX	78501	10032789408674500	6/1/2008
22.	Hidalgo County	722 N BREYFOGLE RD UNIT C1	MISSION	TX	78572	10032789409105529	6/1/2008
23.	Hidalgo County	1124 N M RD	EDINBURG	TX	78541	10032789409612422	6/1/2008
24.	Hidalgo County	321 E LOEB ST	EDINBURG	TX	78539	10032789410911230	6/1/2008
25.	Hidalgo County	3100 S US HIGHWAY 281 ODLT 1KHPS	EDINBURG	TX	78539	10032789411470591	6/1/2008
26.	Hidalgo County	3100 S US HIGHWAY 281 ODLT 1KPHS1	EDINBURG	TX	78539	10032789411470592	6/1/2008
27.	Hidalgo County	3100 S US HIGHWAY 281 ODLT 1KMH6X7	EDINBURG	TX	78539	10032789411470593	6/1/2008
28.	Hidalgo County	3100 S US HIGHWAY 281 ODLT 400HPS	EDINBURG	TX	78539	10032789411470594	6/1/2008
29.	Hidalgo County	1902 JOE STEPHENS AVE UNIT 202	WESLACO	TX	78596	10032789411642220	6/1/2008
30.	Hidalgo County	722 N BREYFOGLE RD UNIT C7	MISSION	TX	78572	10032789413900895	6/1/2008
31.	Hidalgo County	MADERO ANZALDUAS	MISSION	TX	78572	10032789414620963	6/1/2008
32.	Hidalgo County	1304 S 25TH AVE	EDINBURG	TX	78539	10032789414946030	6/1/2008
33.	Hidalgo County	1304 S 25TH AVE ODLT 400HPS1	EDINBURG	TX	78539	10032789414946031	6/1/2008
34.	Hidalgo County	1304 S 25TH AVE ODLT 400HPS	EDINBURG	TX	78542	10032789414946032	6/1/2008
35.	Hidalgo County	1304 S 25TH AVE ODLT 1KHPS	EDINBURG	TX	78542	10032789414946033	6/1/2008

#	CUSTOMER LOCATION NAME	CUSTOMER LOCATION ADDRESS	CITY	ST	ZIP	ESID	COMMENCEMENT DATE
36.	Hidalgo County	101 S 10TH AVE UNIT CORNER	EDINBURG	TX	78539	10032789417533347	6/1/2008
37.	Hidalgo County	500 W MILITARY RD	PENITAS	TX	78576	10032789417572130	6/1/2008
38.	Hidalgo County	3519 W MAIN AVE	ALTON	TX	78572	10032789418467818	6/1/2008
39.	Hidalgo County	N MCKINLEY UNIT 250HPS	HARGILL	TX	78549	10032789418732449	6/1/2008
40.	Hidalgo County	2501 MOOREFIELD RD	MISSION	TX	78572	10032789418772691	6/1/2008
41.	Hidalgo County	2501 MOOREFIELD RD ODLT 1KHPS	MISSION	TX	78572	10032789418772692	6/1/2008
42.	Hidalgo County	2501 MOOREFIELD RD ODLT 250HPS	MISSION	TX	78572	10032789418772693	6/1/2008
43.	Hidalgo County	SEMINARY RD UNIT PUMPHSE	EDINBURG	TX	78539	10032789419355922	6/1/2008
44.	Hidalgo County	1711 N BRIDGE AVE UNIT 2	WESLACO	TX	78596	10032789420798679	6/1/2008
45.	Hidalgo County	610 W EXPRESSWAY 83	SULLIVAN CITY	TX	78595	10032789421175231	6/1/2008
46.	Hidalgo County	610 W EXPRESSWAY 83 ODL	SULLIVAN CITY	TX	78595	10032789421175232	6/1/2008
47.	Hidalgo County	610 W EXPRESSWAY 83 ODLT 1KHPS2 CLINIC	SULLIVAN CITY	TX	78595	10032789421175233	6/1/2008
48.	Hidalgo County	610 W EXPRESSWAY 83 ODLT 1KHPS1 CLINIC	SULLIVAN CITY	TX	78595	10032789421175234	6/1/2008
49.	Hidalgo County	LAKE DELTA UNIT SHOP	MONTE ALTO	TX	78538	10032789421402131	6/1/2008
50.	Hidalgo County	3100 S US HIGHWAY 281 BLDG A	EDINBURG	TX	78539	10032789422977851	6/1/2008
51.	Hidalgo County	317 N CLOSNER BLVD	EDINBURG	TX	78541	10032789423336285	6/1/2008
52.	Hidalgo County	E GOODWIN RD TXDOT	MISSION	TX	78572	10032789424194879	6/1/2008
53.	Hidalgo County	1902 JOE STEPHENS AVE UNIT 201	WESLACO	TX	78596	10032789424728750	6/1/2008
54.	Hidalgo County	90 CEMETERY RD ODLT 150HPS	LOS EBANOS	TX	78565	10032789424788062	6/1/2008
55.	Hidalgo County	722 N BREYFOGLE RD UNIT A3	MISSION	TX	78572	10032789424908955	6/1/2008
56.	Hidalgo County	722 N BREYFOGLE RD UNIT A4	MISSION	TX	78572	10032789425445335	6/1/2008
57.	Hidalgo County	301 E HACKBERRY AVE ODLT 1KHPS @AL	MCALLEN	TX	78501	10032789426639410	6/1/2008
58.	Hidalgo County	222 N 12TH AVE	EDINBURG	TX	78541	10032789428614510	6/1/2008
59.	Hidalgo County	14 ALAMO ST ODLT 150HPS	EDINBURG	TX	78539	10032789428843820	6/1/2008
60.	Hidalgo County	200 W 2ND ST	LA JOYA	TX	78560	10032789430324490	6/1/2008
61.	Hidalgo County	300 E HACKBERRY AVE UNIT S	MCALLEN	TX	78501	10032789430455980	6/1/2008
62.	Hidalgo County	1711 N BRIDGE AVE BOYS	WESLACO	TX	78596	10032789430709590	6/1/2008
63.	Hidalgo County	1711 N BRIDGE AVE ODLT 1KHPS BOYS	WESLACO	TX	78596	10032789430709591	6/1/2008
64.	Hidalgo County	1711 N BRIDGE AVE ODLT 250HPS1 BOYS	WESLACO	TX	78596	10032789430709592	6/1/2008
65.	Hidalgo County	1711 N BRIDGE AVE ODLT 250HPS2 BOYS	WESLACO	TX	78596	10032789430709593	6/1/2008
66.	Hidalgo County	1711 N BRIDGE AVE ODLT 400HPS BOYS	WESLACO	TX	78596	10032789430709594	6/1/2008
67.	Hidalgo County	800 N DOOLITTLE RD	EDINBURG	TX	78539	10032789431071961	6/1/2008
68.	Hidalgo County	500 W MILITARY RD ODLT 250HPS	PENITAS	TX	78576	10032789431127520	6/1/2008
69.	Hidalgo County	500 W MILITARY RD ODLT 1KHPS	PENITAS	TX	78576	10032789431127521	6/1/2008
70.	Hidalgo County	S 12TH AVE ODLT 1KMH6X7	EDINBURG	TX	78539	10032789431438950	6/1/2008
71.	Hidalgo County	E MAHL ST ODLT 100HPS	EDINBURG	TX	78539	10032789431841695	6/1/2008
72.	Hidalgo County	3105 E RICHARDSON RD	EDINBURG	TX	78541	10032789432065660	6/1/2008

This Agreement is confidential and is exempt from disclosure under the Open Records Act

#	CUSTOMER LOCATION NAME	CUSTOMER LOCATION ADDRESS	CITY	ST	ZIP	ESID	COMMENCEMENT DATE
73.	Hidalgo County	3105 E RICHARDSON RD ODLT 150HPS	EDINBURG	TX	78542	10032789432065661	6/1/2008
74.	Hidalgo County	3105 E RICHARDSON RD ODLT 1KPHS1	EDINBURG	TX	78541	10032789432065662	6/1/2008
75.	Hidalgo County	3105 E RICHARDSON RD ODL	EDINBURG	TX	78541	10032789432065663	6/1/2008
76.	Hidalgo County	301 E HACKBERRY AVE HSE	MCALLEN	TX	78501	10032789433913030	6/1/2008
77.	Hidalgo County	107 N IOWA RD UNIT SHOP	MOORE FIELD	TX	78572	10032789434097521	6/1/2008
78.	Hidalgo County	317 N CLOSNER BLVD UNIT IGHTS	EDINBURG	TX	78541	10032789434651276	6/1/2008
79.	Hidalgo County	1051 N DOOLITTLE RD UNIT ADMOFC NONE	EDINBURG	TX	78542	10032789436518925	6/1/2008
80.	Hidalgo County	5 N BRYAN BLVD UNIT 05	ALTON	TX	78572	10032789437850010	6/1/2008
81.	Hidalgo County	5 N BRYAN BLVD ODLT 150HPS	ALTON	TX	78572	10032789437850011	6/1/2008
82.	Hidalgo County	5 N BRYAN BLVD ODLT 1KHPS	ALTON	TX	78572	10032789437850012	6/1/2008
83.	Hidalgo County	109 N STADIUM DR	LA JOYA	TX	78560	10032789438104121	6/1/2008
84.	Hidalgo County	1902 JOE STEPHENS AVE UNIT 204	WESLACO	TX	78596	10032789438652541	6/1/2008
85.	Hidalgo County	124 E PARK AVE	PHARR	TX	78577	10032789440223640	6/1/2008
86.	Hidalgo County	220 S BICENTENNIAL BLVD STE D2	MCALLEN	TX	78501	10032789441054098	6/1/2008
87.	Hidalgo County	1001 N DOOLITTLE RD	EDINBURG	TX	78541	10032789441389317	6/1/2008
88.	Hidalgo County	3100 S US HIGHWAY 281 BLDG C	EDINBURG	TX	78539	10032789441687961	6/1/2008
89.	Hidalgo County	1902 JOE STEPHENS AVE UNIT 401	WESLACO	TX	78596	10032789442124570	6/1/2008
90.	Hidalgo County	1901 N BRIDGE AVE	WESLACO	TX	78596	10032789444002490	6/1/2008
91.	Hidalgo County	1901 N BRIDGE AVE ODLT 400HPS	WESLACO	TX	78596	10032789444002491	6/1/2008
92.	Hidalgo County	1901 N BRIDGE AVE ODLT 1KHPS	WESLACO	TX	78596	10032789444002492	6/1/2008
93.	Hidalgo County	722 N BREYFOGLE RD UNIT C8	MISSION	TX	78572	10032789444988039	6/1/2008
94.	Hidalgo County	722 N BREYFOGLE RD UNIT B1	MISSION	TX	78572	10032789445157538	6/1/2008
95.	Hidalgo County	2 E SCHUNIOR ST UNIT 1/4 N	EDINBURG	TX	78539	10032789445533090	6/1/2008
96.	Hidalgo County	EL GATO RD W BORDER RD	ALAMO	TX	78516	10032789446677850	6/1/2008
97.	Hidalgo County	1711 N BRIDGE AVE STLG 400MH	WESLACO	TX	78596	10032789447542710	6/1/2008
98.	Hidalgo County	1902 JOE STEPHENS AVE UNIT 101	WESLACO	TX	78596	10032789448238540	6/1/2008
99.	Hidalgo County	722 N BREYFOGLE RD UNIT C5	MISSION	TX	78572	10032789448700805	6/1/2008
100.	Hidalgo County	329 E STATE AVE	PHARR	TX	78577	10032789449233940	6/1/2008
101.	Hidalgo County	301 S 8TH ST	DONNA	TX	78537	10032789450127191	6/1/2008
102.	Hidalgo County	301 S 8TH ST ODLT 250HPS	DONNA	TX	78537	10032789450127192	6/1/2008
103.	Hidalgo County	44 MILE 11 N	WESLACO	TX	78596	10032789450203200	6/1/2008
104.	Hidalgo County	902 N DOOLITTLE RD FIRING RN	EDINBURG	TX	78542	10032789450313521	6/1/2008
105.	Hidalgo County	313 E BUSINESS HIGHWAY 83 STE 113 WIC CLINIC	ALAMO	TX	78516	10032789451537548	6/1/2008
106.	Hidalgo County	1429 S TOWER RD UNIT MULTI PRPS BDG	ALAMO	TX	78516	10032789451762569	6/1/2008
107.	Hidalgo County	1902 JOE STEPHENS AVE UNIT 203	WESLACO	TX	78596	10032789452407040	6/1/2008
108.	Hidalgo County	401 N CLOSNER BLVD ODLT 250MH UNIT FL	EDINBURG	TX	78541	10032789452841230	6/1/2008
109.	Hidalgo County	401 N CLOSNER BLVD ODLT 1KMH6X7 UNIT FL	EDINBURG	TX	78541	10032789452841231	6/1/2008

#	CUSTOMER LOCATION NAME	CUSTOMER LOCATION ADDRESS	CITY	ST	ZIP	ESID	COMMENCEMENT DATE
110.	Hidalgo County	23 CATARINA	PROGRESO	TX	78579	10032789453754301	6/1/2008
111.	Hidalgo County	1711 N BRIDGE AVE GIRLS	WESLACO	TX	78596	10032789454129532	6/1/2008
112.	Hidalgo County	410 W 4TH	HARGILL	TX	78549	10032789454505415	6/1/2008
113.	Hidalgo County	1000 N M RD UNIT SP	EDINBURG	TX	78539	10032789454766321	6/1/2008
114.	Hidalgo County	219 E LOEB ST	EDINBURG	TX	78541	10032789455481040	6/1/2008
115.	Hidalgo County	219 E LOEB ST ODLT 400MV1	EDINBURG	TX	78541	10032789455481041	6/1/2008
116.	Hidalgo County	219 E LOEB ST ODL	EDINBURG	TX	78541	10032789455481042	6/1/2008
117.	Hidalgo County	107 N IOWA RD	MOORE FIELD	TX	78572	10032789455759138	6/1/2008
118.	Hidalgo County	201 W 6TH ST	LOS EBANOS	TX	78565	10032789456144691	6/1/2008
119.	Hidalgo County	201 W 6TH ST ODLT 250HPS2 PAVILLION	LOS EBANOS	TX	78565	10032789456144692	6/1/2008
120.	Hidalgo County	201 W 6TH ST ODLT 250HPS1 PAVILLION	LOS EBANOS	TX	78565	10032789456144693	6/1/2008
121.	Hidalgo County	201 W 6TH ST ODL	LOS EBANOS	TX	78565	10032789456144694	6/1/2008
122.	Hidalgo County	4 N BENTSEN PALM DR UNIT BEACONS	MISSION	TX	78574	10032789456438345	6/1/2008
123.	Hidalgo County	722 N BREYFOGLE RD UNIT C4	MISSION	TX	78572	10032789461601209	6/1/2008
124.	Hidalgo County	1711 N BRIDGE AVE	WESLACO	TX	78596	10032789461867090	6/1/2008
125.	Hidalgo County	212 N 12TH AVE	EDINBURG	TX	78541	10032789462453451	6/1/2008
126.	Hidalgo County	1902 JOE STEPHENS AVE UNIT 301	WESLACO	TX	78596	10032789462986250	6/1/2008
127.	Hidalgo County	2 E SCHUNIOR ST	EDINBURG	TX	78539	10032789463752051	6/1/2008
128.	Hidalgo County	2 E SCHUNIOR ST ODLT 400HPS	EDINBURG	TX	78539	10032789463752052	6/1/2008
129.	Hidalgo County	MADERO UNIT 1	MISSION	TX	78572	10032789465271861	6/1/2008
130.	Hidalgo County	414 W 12TH ST WAREHOUSE	MISSION	TX	78572	10032789465349570	6/1/2008
131.	Hidalgo County	1 S MILE 1 E OFC	MERCEDES	TX	78570	10032789466619520	6/1/2008
132.	Hidalgo County	100 N CLOSNER BLVD UNIT 1	EDINBURG	TX	78539	10032789466756850	6/1/2008
133.	Hidalgo County	16 N DOOLITTLE RD ODLT 250HPS	EDINBURG	TX	78539	10032789466904120	6/1/2008
134.	Hidalgo County	301 E HACKBERRY AVE	MCALLEN	TX	78501	10032789467191190	6/1/2008
135.	Hidalgo County	301 E HACKBERRY AVE ODLT 1KHPS	MCALLEN	TX	78501	10032789467191191	6/1/2008
136.	Hidalgo County	410 N 13TH AVE	EDINBURG	TX	78541	10032789467608901	6/1/2008
137.	Hidalgo County	410 N 13TH AVE ODL	EDINBURG	TX	78541	10032789467608902	6/1/2008
138.	Hidalgo County	25 LINDA VISTA ST UNIT B5	MISSION	TX	78572	10032789468619000	6/1/2008
139.	Hidalgo County	708 E HIGHWAY 107	ELSA	TX	78543	10032789468942440	6/1/2008
140.	Hidalgo County	300 E HACKBERRY AVE UNIT A	MCALLEN	TX	78501	10032789469216400	6/1/2008
141.	Hidalgo County	109 N CYPRESS ST	PHARR	TX	78577	10032789469446040	6/1/2008
142.	Hidalgo County	1102 N DOOLITTLE RD UNIT SHOP	EDINBURG	TX	78541	10032789470064791	6/1/2008
143.	Hidalgo County	1 N ABRAM RD	ABRAM	TX	78572	10032789470251263	6/1/2008
144.	Hidalgo County	107 N IOWA RD UNIT OFC	MOORE FIELD	TX	78572	10032789470869801	6/1/2008
145.	Hidalgo County	3105 W UNIVERSITY DR UNIT W	EDINBURG	TX	78539	10032789470894381	6/1/2008
146.	Hidalgo County	3105 W UNIVERSITY DR UNIT W ODL	EDINBURG	TX	78539	10032789470894382	6/1/2008

#	CUSTOMER LOCATION NAME	CUSTOMER LOCATION ADDRESS	CITY	ST	ZIP	ESID	COMMENCEMENT DATE
147.	Hidalgo County	90 CEMETERY RD ODLT 400MH 1	LOS EBANOS	TX	78565	10032789471271070	6/1/2008
148.	Hidalgo County	113 DAWSON ST	EDINBURG	TX	78539	10032789471340792	6/1/2008
149.	Hidalgo County	11 ABRAM RD	ABRAM	TX	78572	10032789472495880	6/1/2008
150.	Hidalgo County	3 ABRAM RD ODLT 400HPS	ABRAM	TX	78572	10032789472495881	6/1/2008
151.	Hidalgo County	4 ABRAM RD ODLT 400HPS	ABRAM	TX	78572	10032789472495882	6/1/2008
152.	Hidalgo County	2 ABRAM RD ODLT 1KHPS	ABRAM	TX	78572	10032789472495883	6/1/2008
153.	Hidalgo County	11 ABRAM RD ODLT 1KHPS	ABRAM	TX	78572	10032789472495884	6/1/2008
154.	Hidalgo County	722 N BREYFOGLE RD UNIT A1	MISSION	TX	78572	10032789474505606	6/1/2008
155.	Hidalgo County	902 N DOOLITTLE RD	EDINBURG	TX	78541	10032789475103582	6/1/2008
156.	Hidalgo County	902 N DOOLITTLE RD ODL	EDINBURG	TX	78541	10032789475103583	6/1/2008
157.	Hidalgo County	902 N DOOLITTLE RD ODL	EDINBURG	TX	78541	10032789475103584	6/1/2008
158.	Hidalgo County	1000 N M RD UNIT B	EDINBURG	TX	78539	10032789475550070	6/1/2008
159.	Hidalgo County	2 N LA HOMA RD	MISSION	TX	78572	10032789476102595	6/1/2008
160.	Hidalgo County	211 S SCHUERBACH RD	MISSION	TX	78572	10032789476268840	6/1/2008
161.	Hidalgo County	211 S SCHUERBACH RD ODLT 1KHPS	MISSION	TX	78572	10032789476268841	6/1/2008
162.	Hidalgo County	211 S SCHUERBACH RD ODLT 400HPS ODL	MISSION	TX	78572	10032789476268842	6/1/2008
163.	Hidalgo County	211 S SCHUERBACH RD ODLT 400HPS	MISSION	TX	78572	10032789476268843	6/1/2008
164.	Hidalgo County	1 CATARINA	PROGRESO	TX	78579	10032789476832180	6/1/2008
165.	Hidalgo County	18122 QUEEN PALM DR	PENITAS	TX	78576	10032789477103896	6/1/2008
166.	Hidalgo County	1217 W HOUSTON AVE	MCALLEN	TX	78501	10032789477159740	6/1/2008
167.	Hidalgo County	1000 N M RD UNIT A	EDINBURG	TX	78539	10032789478120470	6/1/2008
168.	Hidalgo County	1000 N M RD ODLT 1KMH UNIT A	EDINBURG	TX	78539	10032789478120471	6/1/2008
169.	Hidalgo County	1000 N M RD ODLT 1KMH6X7 UNIT A	EDINBURG	TX	78539	10032789478120472	6/1/2008
170.	Hidalgo County	1000 N M RD ODLT 400MH UNIT A	EDINBURG	TX	78539	10032789478120473	6/1/2008
171.	Hidalgo County	MADERO UNIT 3	MISSION	TX	78572	10032789480144371	6/1/2008
172.	Hidalgo County	94 FM 1015 PORTBLE BL	PROGRESO	TX	78579	10032789480746080	6/1/2008
173.	Hidalgo County	500 W MILITARY RD LANDFILL	PENITAS	TX	78576	10032789481000391	6/1/2008
174.	Hidalgo County	301 E HACKBERRY AVE ODLT 250HPS	MCALLEN	TX	78501	10032789481522740	6/1/2008
175.	Hidalgo County	301 E HACKBERRY AVE ODLT 250HPS AL	MCALLEN	TX	78501	10032789481522741	6/1/2008
176.	Hidalgo County	1711 N BRIDGE AVE UNIT 400HPSD	WESLACO	TX	78596	10032789483395040	6/1/2008
177.	Hidalgo County	1 S TOWER RD UNIT UNMTR	ALAMO	TX	78516	10032789483688010	6/1/2008
178.	Hidalgo County	3 S TOWER RD	ALAMO	TX	78516	10032789483688011	6/1/2008
179.	Hidalgo County	100 N CLOSNER BLVD	EDINBURG	TX	78539	10032789484711680	6/1/2008
180.	Hidalgo County	101 S 10TH AVE 12 & UNIV -ES OF PARK LOT	EDINBURG	TX	78539	10032789485011110	6/1/2008
181.	Hidalgo County	101 S 10TH AVE ODLT 400MV	EDINBURG	TX	78539	10032789485011111	6/1/2008
182.	Hidalgo County	1 FM 886	SULLIVAN CITY	TX	78595	10032789485261585	6/1/2008
183.	Hidalgo County	S CONWAY AVE ODLT 250-HPS	MISSION	TX	78572	10032789485776990	6/1/2008

#	CUSTOMER LOCATION NAME	CUSTOMER LOCATION ADDRESS	CITY	ST	ZIP	ESID	COMMENCEMENT DATE
184.	Hidalgo County	S CONWAY AVE ODLT HPS250	MISSION	TX	78572	10032789485776991	6/1/2008
185.	Hidalgo County	S CONWAY AVE ODLT 400HPS	MISSION	TX	78572	10032789485776992	6/1/2008
186.	Hidalgo County	S CONWAY AVE ODLT 250 HPS	MISSION	TX	78572	10032789485776993	6/1/2008
187.	Hidalgo County	540 S TEXAS AVE UNIT 1@	MERCEDES	TX	78570	10032789487143350	6/1/2008
188.	Hidalgo County	1905 N FIR ST	PHARR	TX	78577	10032789487436170	6/1/2008
189.	Hidalgo County	1905 N FIR ST ODLT 400HPS	PHARR	TX	78577	10032789487436171	6/1/2008
190.	Hidalgo County	1905 N FIR ST ODLT 1KPHS1	PHARR	TX	78577	10032789487436172	6/1/2008
191.	Hidalgo County	1905 N FIR ST ODLT 1KHPS	PHARR	TX	78577	10032789487436173	6/1/2008
192.	Hidalgo County	LAKE DELTA UNIT PARK	MONTE ALTO	TX	78538	10032789487880661	6/1/2008
193.	Hidalgo County	LAKE DELTA ODL	MONTE ALTO	TX	78538	10032789487880662	6/1/2008
194.	Hidalgo County	LAKE DELTA ODL	MONTE ALTO	TX	78538	10032789487880663	6/1/2008
195.	Hidalgo County	301 E STATE AVE	PHARR	TX	78577	10032789489273171	6/1/2008
196.	Hidalgo County	301 E STATE ST ODL	PHARR	TX	78577	10032789489273172	6/1/2008
197.	Hidalgo County	300 E HACKBERRY AVE UNIT N	MCALLEN	TX	78501	10032789490936551	6/1/2008
198.	Hidalgo County	N MINNESOTA & 1 MILE	MISSION	TX	78572	10032789491127151	6/1/2008
199.	Hidalgo County	1212 S 25TH AVE UNIT 1@	EDINBURG	TX	78542	10032789492235281	6/1/2008
200.	Hidalgo County	722 N BREYFOGLE RD UNIT C2	MISSION	TX	78572	10032789493129815	6/1/2008
201.	Hidalgo County	S INSPIRATION RD 1/2 S INSPIRATION	MISSION	TX	78572	10032789494041450	6/1/2008
202.	Hidalgo County	329 E STATE ST OFC	PHARR	TX	78577	10032789494852580	6/1/2008
203.	Hidalgo County	MADERO UNIT RESTRMS	MISSION	TX	78572	10032789496229380	6/1/2008
204.	Hidalgo County	100 E CANO ST	EDINBURG	TX	78539	10032789497159140	6/1/2008
205.	Hidalgo County	1217 W HOUSTON AVE PORT	MCALLEN	TX	78501	10032789497756430	6/1/2008
206.	Hidalgo County	3109 W UNIVERSITY DR	EDINBURG	TX	78539	10032789498613451	6/1/2008
207.	Hidalgo County	6 N MCKINLEY	HARGILL	TX	78549	10032789499682815	6/1/2008
208.	Hidalgo County	122 E PARK AVE	PHARR	TX	78577	10032789499787301	6/1/2008
209.	Hidalgo County	1429 S TOWER RD	ALAMO	TX	78516	10032789403596235	6/19/2009
210.	Hidalgo County	201 N CLOSNER BLVD	EDINBURG	TX	78541	10032789463059840	8/20/2009
211.	Hidalgo County	417 S OREGON AVE	WESLACO	TX	78596	10032789420037970	9/25/2009
212.	Hidalgo County	3001 N 23RD ST STE 8	MCALLEN	TX	78501	10032789424942476	9/25/2009
213.	Hidalgo County	1505 N GRANT ST	ROMA	TX	78584	10032789443373475	9/25/2009
214.	Hidalgo County	303 S 8TH ST STE B	DONNA	TX	78537	10032789492852787	9/25/2009
215.	Hidalgo County	734 N BREYFOGLE RD	PALMVIEW	TX	78572	10032789491292125	10/22/2009
216.	Hidalgo County	2800 W 7 MILE LINE	MOORE FIELD	TX	78572	10032789411893198	3/30/2010
217.	Hidalgo County	W 7 MILE LINE TRLR	MOORE FIELD	TX	78572	10032789487128058	3/30/2010
218.	Hidalgo County	1613 S CLOSNER BLVD UNIT F	EDINBURG	TX	78539	10032789405047240	5/17/2010
219.	Hidalgo County	1613 S CLOSNER BLVD UNIT C	EDINBURG	TX	78539	10032789407644081	5/17/2010
220.	Hidalgo County	1613 S CLOSNER BLVD UNIT G	EDINBURG	TX	78539	10032789462373750	5/17/2010

#	CUSTOMER LOCATION NAME	CUSTOMER LOCATION ADDRESS	CITY	ST	ZIP	ESID	COMMENCEMENT DATE
221.	Hidalgo County	1613 S CLOSNER BLVD UNIT B	EDINBURG	TX	78539	10032789464140981	5/17/2010
222.	Hidalgo County	1613 S CLOSNER BLVD UNIT E	EDINBURG	TX	78539	10032789464993381	5/17/2010
223.	Hidalgo County	1613 S CLOSNER BLVD UNIT D	EDINBURG	TX	78539	10032789466380210	5/17/2010
224.	Hidalgo County	1615 S CLOSNER BLVD	EDINBURG	TX	78539	10032789476798115	5/17/2010
225.	Hidalgo County	1615 S CLOSNER BLVD UNIT H	EDINBURG	TX	78539	10032789497064730	5/17/2010
226.	Hidalgo County	1615 S CLOSNER BLVD UNIT I	EDINBURG	TX	78539	10032789498803841	5/17/2010
227.	Hidalgo County	1901 N FIR ST UNIT 2	PHARR	TX	78577	10032789418000225	7/30/2010
228.	Hidalgo County	SALIDA DEL SOL ST LOT 6	MISSION	TX	78572	10032789450834089	8/2/2010
229.	Hidalgo County	1 N ABRAM RD ODLT 100HPS	ABRAM	TX	78572	10032789470251264	8/9/2010

APPENDIX B
Contract Charge

Model 20 – Fixed Price – Bundled

SELLER INVOICE

Seller shall invoice each of Customer Locations on a monthly basis. Invoices shall consist of the following components:

1. Contract Charge; plus
2. Discretionary Service Fees (if any); plus
3. Competition Charges (whether positive or negative); and
4. Other charges expressly authorized in this Agreement.

The **"Contract Charge"** is the amount in $US, determined by calculating the product of the Actual Consumption at the Customer Location and the Contract Price.

The **"Contract Price"** equals **$0.11678** per kWh consumed at the Customer Location(s) and includes energy charges, Transmission and Distribution Charges, Ancillary Charges, ISO fees, Nodal Transition Charges, and congestion management fees; provided, during the Delivery Term GLO may reflect, collect or rebate any changes (increases or decreases) or any new or hereafter imposed Transmission and Distribution Charges that have been authorized and implemented after the Effective Date, by making adjustments to the Contract Price per kWh or adding separate line item charges to Invoice with such adjustments or line item charges to take effect prospectively as of the next meter read date following the date of adjustment. The Contract Price does not include (a) Discretionary Service Fees, Competition Charges, and other authorized charges and (b) any additional costs or charges imposed on or associated with the delivery of the Actual Consumption to the extent that such additional costs or charges would not have been incurred but for Customer's breach of this Agreement.

The Parties agree that the numeric Contract Price stated above is based upon the following factors: (i) the Contract Price in effect prior to the change of such Contract Price, being **$0.126337** per kWh as set forth in the Agreement, applied to the remaining Benchmark Quantities during the Initial Term in effect prior to the extension (the **"Prior Initial Term"**), together with applicable charges or credits, and (ii) a price per kWh applied to Benchmark Quantities in effect during the period commencing as of the expiration of the Prior Initial Term through the Term of this First Amendment.

Customer will promptly notify Seller of any event or circumstance that is likely to cause a significant change to the load at any Customer Location(s) (a **"Notice of Load Change"**), including Customer's plans for new construction, facility replacement or equipment modification, planned closures, applications for new construction permits, or new environmental limits.

In the event of a Material Change or the receipt by Seller of a Notice of Load Change, Seller and Customer may enter into good faith negotiations to amend the Benchmark Quantity and Contract Price. If the Parties are unable to agree within 60 days after the occurrence or determination of an event of Material Change or the receipt by Seller of a Notice of Load Change, the matter shall be submitted for Dispute Resolution in accordance with the terms and procedures set forth in this Agreement.

ADDITIONAL CAPITALIZED TERMS

"Actual Consumption" means the Energy measured or reported by the TDSP or estimated by Seller for the Customer Location for a month for scalar meters and for each hour for IDR meters.

"Ancillary Charges" means, for each Customer Location, all charges assessed by ERCOT for services necessary to maintain reliable operation of the transmission system in order to support the transmission of Energy from the source of generation to the points of demand.

"Competition Charges" means, for each Customer Location, any or all of the following charges: competition transition charges; transition charges as defined in the PURA; excess mitigation credits; and/or substantially similar charges associated with, or resulting from, the opening of the electric market in the State of Texas to REPs, including the recovery of stranded costs as defined by the PURA and increases in transmission and distribution rates charged by the TDSP that result from, or are otherwise attributable to, the redirection of depreciation expenses.

"Discretionary Service Fees" means all non-routine deposits, connection fees, metering charges, installation costs for equipment to maintain a Power Factor of not less than 95% lagging at each Customer Location meter, assessments by the TDSP in respect of any Power Factor at any Customer Location meter, or any similar amounts that are assessed by and payable to the TDSP related to the purchase and installation of meters and associated equipment and the Customer's use of such equipment to establish or maintain electric service at a Customer Location or to maintain TDSP system requirements, or other charges for equipment or services requested by Customer or required by the TDSP.

"Material Change" means (a) for any two consecutive months Customer's metered consumption for each month is less than 75% of the Benchmark Quantity or is greater than 125% of the Benchmark Quantity, or (b) additionally, but not in lieu of (a), Customer's metered consumption for the first 12 months of the Term is less than 85% of the sum of the first 12 Benchmark Quantities or greater than 115% of the sum of the first 12 Benchmark Quantities.

"Nodal Transition Charge" means a charge implemented with the Texas Nodal Market based on the difference(s) between the Day Ahead Settlement Point Price(s) determined by ERCOT for the Hub(s) and the Day Ahead Settlement Point Price(s) determined by ERCOT for the Load Zones associated with the Customer Location(s) for Actual Consumption not priced at Settlement Point Price(s) at the Load Zone(s); provided that if the Day Ahead Settlement Point Price(s) are not published by ERCOT or are otherwise unavailable, then for the period(s) for which Day Ahead Settlement Point Price(s) are not available, this charge will be based on difference(s) between the Real Time Settlement Point Price(s) determined by ERCOT for the Hub(s) and the Real Time Settlement Point Price(s) determined by ERCOT for the Load Zones associated with the Customer Location(s) for Actual Consumption not priced at Settlement Point Price(s) at the Load Zone(s). As used herein, the terms **"Hub"**, **"Day-Ahead"**, **"Real Time"**, **"Settlement Point Price"** and **"Load Zone"** have the meanings set forth in the Texas Nodal Protocols approved by PUCT, as of October 1, 2006, as amended.

"Power Factor" means the ratio of kW to kilovolt amperes expressed as a percentage, calculated by dividing kW by kilovolt amperes.

"Transmission and Distribution Charges" means, for each Customer Location, all transmission and distribution charges and other cost recovery charges and fees outlined in the TDSP's tariff and billed to Reliant for TDSP's services to deliver Energy to the applicable Customer Location; provided, such charges and fees will not include any Competition Charges.

CUSTOMER'S ACKNOWLEDGMENT

Customer acknowledges that Seller's representatives are in the business of buying and selling power within the ERCOT market for each of their own accounts and that this participation may affect the calculation of Real-Time Settlement Point Prices. Notwithstanding the foregoing, Customer agrees to pay the amounts provided for in this Agreement that may be based upon Real-Time Settlement Point Prices, as promulgated by ERCOT. Subject to the right of Customer to dispute a Seller Invoice as set forth in the Agreement, Customer will not withhold payment for any reason, including, investigatory activities undertaken by ERCOT or PUCT, based on Seller's representatives' participation in the market and its effect on Real-Time Settlement Point Prices. Nothing in this Agreement restricts Seller or any of Seller's representatives from participating in ERCOT market activities that may affect Real-Time Settlement Point Prices.

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

b. Approval of appropriation of funds from new source of General Fund revenue to the Co. Wide Adm - Contingency account in the amount of $1,123,260.66.

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

24. Purchasing Department - Marty Salazar: (Exhibit CC)

Notes:

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

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

A. Hidalgo County

1. Current inter-local(s) and/or contract(s) for the "Housing of Inmates"

2. Presentation for discussion, consideration and action

Including, but not limited to, the following items in connection with New Adult Detention Center:

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage

b) Construction of additional pod(s)

c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

a) Renovations of administration building

b) Other ongoing county owned building construction, renovation repair projects

c) Emergency situations occurring since last agenda meeting

NO ACTION taken on items 24.A.1, 2 and 3.a, b, & c.

4. AI-22474 Requesting approval to declare as "surplus numerous items and vehicles (County-owned and/or Seized) for the purpose of disposition through auction as set forth through Texas Local Government Code 26.152.(a)(1) and as further detailed on the Exhibit attached hereto.

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

5. AI-22606 Acceptance and approval to modify and extend current Agreement for the provision of electric power between Hidalgo County and Reliant Energy reflecting:

a. Modification to a Blend and Extend indicative pricing with Reliant from 12.634 cents per kwh to 11.678 cents per kwh; and,

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

b. Extend current agreement from 5-31-13 to new expiration date of 2015.

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval to extend the contract to the new date of November 30, 2015.

6. **AI-22605 Correction and clarification to AI-#19873/Item 21.A.6. approved by CC on 2-16-10 to reflect the following in connection with an upgrade to the existing "Library Solution" System with The Library Corporation (as procured in 2007 by the Brownsville Public Library for participating members including the Hidalgo County Library System);**

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

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

b. Approval of a "Sole Source Declaration" with The Library Corporation including the purchase of an upgrade to the existing "Library Solution" System in an amount not to exceed $97,511.00 for initial year and second (2nd) year costs in the amount of $27,317.00;

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

c. Approval for option to purchase one component of the automation system approved above (60-001T) in the amount of $27,000.00 through the original AI-#19873 as approved on 2-16-10 (i.e. GSA)

On motion of Commissioner Cuellar, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

7. **AI-22606 Acceptance and approval to modify and extend current Agreement for the provision of electric power between Hidalgo County and Reliant Energy reflecting:**

a. Modification to a Blend and Extend indicative pricing with Reliant from 12.634 cents per kwh to 11.678 cents per kwh; and,

b. Extend current agreement from 5-31-13 to new expiration date of 2015.

NO ACTION taken on this items 24.A.7.a & b.

8. **AI-22601 Ratification of Right of Entry Agreement between Hidalgo County and Federal Emergency Management Agency in connection with Hurricane ALEX Public Assistance Services.**

On motion of Commissioner Palacios, seconded by Commissioner Cuellar, the Court made a UNANIMOUS vote of approval.

9. **AI-22540 a. Authority to advertise and approval of procurement packet (i.e. Exhibit Request for Proposals, Legal Notice, "Exhibit A" Requirements, Exhibit "B" Selection Criteria) as attached**

release of retainage

N/A

b) Construction of additional pod(s)

c) Selection and engagement of an architect for the construction of additional pods

3. N/A Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

a) Renovations of administration building

b) Other ongoing county owned building construction, renovation repair projects

c) Emergency situations occurring since last agenda meeting

4. AI-22474 Requesting approval to declare as "surplus numerous items and vehicles (County-owned and/or Seized) for the purpose of disposition through auction as set forth through Texas Local Government Code 26.152.(a)(1) and as further detailed on the Exhibit attached hereto.

Approved

5. AI-22606 Acceptance and approval to modify and extend current Agreement for the provision of electric power between Hidalgo County and Reliant Energy reflecting:

Approved

a. Modification to a Blend and Extend indicative pricing with Reliant from 12.634 cents per kwh to 11.678 cents per kwh; and,

Nov 30th

b. Extend current agreement from 5-31-13 to new expiration date of 2015.

6. AI-22605 Correction and clarification to AI-#19873/Item 21.A.6. approved by CC on 2-16-10 to reflect the following in connection with an upgrade to the existing "Library Solution" System with The Library Corporation (as procured in 2007 by the Brownsville Public Library for participating members including the Hidalgo County Library System);

All Approved A-C

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

b. Approval of a "Sole Source Declaration" with The Library Corporation including the purchase of an upgrade to the existing "Library Solution" System in an amount not to exceed $97,511.00 for initial year and second (2nd) year costs in the amount of $27,317.00;

c. Approval for option to purchase one component of the automation system approved above (60-001T) in the amount of $27,000.00 through the original AI-#19873 as approved on 2-16-10 (i.e. GSA)

7. AI-22606 Acceptance and approval to modify and extend current Agreement for the provision of electric power between Hidalgo County and Reliant Energy reflecting:

No action same as 5

a. Modification to a Blend and Extend indicative pricing with Reliant from 12.634 cents per kwh to 11.678 cents per kwh; and,

b. Extend current agreement from 5-31-13 to new expiration date of 2015.

8. AI-22601 Ratification of Right of Entry Agreement between Hidalgo County and Federal Emergency Management Agency in connection with Hurricane ALEX Public Assistance Services.

Approved

9. AI-22540 a. Authority to advertise and approval of procurement packet (i.e. Exhibit Request

Approved

AI-22606 **24.A.7.**

Modify and Extend Current Agreement thru GLO's-Reliant Energy Contract
CC REGULAR

Date: 08/24/2010
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Acceptance and approval to modify and extend current Agreement for the provision of electric power between Hidalgo County and Reliant Energy reflecting:
a. Modification to a Blend and Extend indicative pricing with Reliant from 12.634 cents per kwh to 11.678 cents per kwh; and,
b. Extend current agreement from 5-31-13 to new expiration date of 2015.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Currently this expenditure is budgeted under fiscal year 2010, however there appears a net decrease may be realized inasmuch as cost per kwh is being reduced by nearly $.01 per kwh.
No budgetary impact, would result in decrease in energy costs countywide.

Attachments

Link: AGENDA - BACK-UP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/19/2010 02:22 PM	APRV
2	Budget & Management	Erika Zamora	08/19/2010 03:00 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/20/2010 09:40 AM	APRV
4	Auditor's Office	Linda Fong	08/20/2010 04:32 PM	APRV

Form Started By: Marty Salazar Started On: 08/19/2010 01:40 PM
Final Approval Date: 08/20/2010

C-08-041-04-29

This Agreement is confidential and is exempt from disclosure under the Open Records Act

TEXAS GENERAL LAND OFFICE
ELECTRIC SALES AGREEMENT

CUSTOMER: **County of Hidalgo**
100 E CANO ST STE 5
EDINBURG, TX 78539

Tel: 956-318-2631
Fax: 956-318-2629
E-mail: purchasingcppb@hotmail.com

SELLER: **Texas General Land Office**
Stephen F. Austin Building
1700 North Congress Avenue
Austin, Texas 78701-1495
Tel: 512-463-5327
Fax: 512-463-6311
E-mail: brenda.rivera@glo.state.tx.us

The Electric Sales Agreement, the General Terms And Conditions and all attachments thereof constitute the entire "Agreement" between the parties with respect to the subject matter covered therein and supersedes all prior communications, representations or agreements, verbal or written. No party has made any representations or promised to do any act not contained in this Agreement. Except as expressly provided for herein, this Agreement cannot be modified or amended except in writing signed by both parties.

When used with initial capitalization, whether in the singular or the plural, such capitalized terms used in the Agreement will have the meanings set forth in the Electric Sales Agreement, General Terms and Conditions or attachments thereto.

CUSTOMER LOCATIONS: Customer Locations served pursuant to this Agreement are set out on Appendix A, attached hereto.

POWER SALES: Customer agrees to purchase and Seller agrees to sell all of Customer's electricity requirements for the Customer Locations during the Term stated below.

TERM: This Agreement will not be effective until the date it is signed by the Texas Land Commissioner or his designee (the "**Effective Date**"). The term will commence on the Switch Date, or, if a switch is not required, on the first meter read on or after **June 01, 2008**, and will expire, unless earlier terminated, on the first meter read date after **May 31, 2013** for each Customer Location ("**Initial Term**"). The Parties agree and acknowledge that the Term may commence prior to the Effective Date and in that event will have the same effect as if it commenced after the Effective Date. This Agreement may be terminated at any time prior to expiration of the Term in the circumstances specified in, and subject to the terms and conditions in the Default and State Funding provisions of the General Terms and Conditions. If any Customer Location(s) have not been switched to a new REP at the end of the Initial Term, then Seller may continue to sell Energy to Customer for the Customer Locations, in accordance with this Agreement, and this Agreement will continue in effect for successive one month terms (collectively, the "**Transition Term**") until all Customer Location(s) are switched to a new REP. The Initial Term and the Transition Term are collectively the "**Term**." The Contract Charge for each month of the Transition Term (the "**Transition Charge**"), together with any new product terms, will be posted on the Site. It is the Customer's responsibility to access the Site for each Transition Charge and no other notice will be provided. At any time after the end of the Initial Term, if allowed by Law, Seller may terminate the Agreement by transferring any remaining Customer Location(s) to the POLR or the appropriate REP.

CONTRACT CHARGE: For all power deliveries under this contract during the Term, Customer agrees to pay Seller the Contract Charge described in **Appendix B**.

This Agreement is confidential and is exempt from disclosure under the Open Records Act

THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER CERTIFIES THAT HE OR SHE IS AUTHORIZED TO LEGALLY OBLIGATE THE CUSTOMER.

TEXAS GENERAL LAND OFFICE
SELLER:

By:_____
Larry L. Laine,
Chief Clerk/Deputy Land Commissioner
General Land Office

Date:_____

COUNTY OF HIDALGO
CUSTOMER:

By:_____

Name: Juan O. Salinas

Title: County Judge

Date:_____

SA_____
DIV_____
GC_____

THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF SOLUTIONS CERTIFIES THAT HE OR SHE IS AUTHORIZED TO LEGALLY OBLIGATE SOLUTIONS. Solutions, an assumed name of Reliant Energy Retail Services, LLC, is a signatory to this Agreement for purposes of acknowledging its obligations to accept assignment as provided in the General Terms and Conditions.

SOLUTIONS:
RELIANT ENERGY RETAIL SERVICES, LLC
d/b/a Reliant Energy Solutions

By:_____

Name: David Roylance

Title: Vice President

This Agreement is confidential and is exempt from disclosure under the Open Records Act

GENERAL TERMS AND CONDITIONS FOR

TEXAS GENERAL LAND OFFICE ELECTRIC SALES AGREEMENT

Definitions:

"**Benchmark Quantity**" means Customer's expected monthly kWh electricity consumption for the Term. Customer's expected consumption may be set out on **Appendix A**. If Customer's expected consumption is not set out on **Appendix A**, Benchmark Quantity will be determined by reference to the 12 months of electricity consumption at all Customer Locations before the Effective Date, or for new facilities, information from Customer and electricity consumption of comparable facilities, each as may be adjusted in accordance with this Agreement.

"**Costs**" means, with respect to a Party, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace this Agreement and attorneys' fees, if any, incurred in connection with enforcing its rights under this Agreement.

"**Default Service**" means the bundled electric service provided by POLR to Customer if Customer fails to obtain energy from a REP, including Solutions.

"**Electric Sales Agreement**" means the Electric Sales Agreement component of this Agreement.

"**ERCOT**" means the Electric Reliability Council of Texas.

"**Force Majeure**" means any event or circumstance which, in the exercise of due diligence, is beyond the reasonable control of the Party claiming excuse, and which partially or entirely prevents that Party's performance of its obligations, and includes acts of God; strikes, lockouts or other industrial disturbances or labor disputes; acts of public enemy, terrorism, wars, blockades, insurrections, civil disturbances and riots, and epidemics; landslides, lightning, earthquakes, fires, storms, hurricanes and threats of hurricanes, floods and washouts; arrests, orders, requests, directives, restraints and requirements of the government and governmental agencies, either federal or state, civil and military (but excluding, with respect to obligations of Seller, any such directive, restraint or requirement imposed by Seller); failure of necessary transmission or distribution facilities that prevents the delivery of electricity hereunder; failure of the TDSP to deliver electricity, demonstrable outages of computer control equipment and/or databases and telecommunication equipment necessary for transmission or receipt of electronic control signals but only to the extent such outage prevents the delivery of electricity; reductions or interruptions in service as a result of emergency conditions which are necessary to protect generating or transmission facilities or the reliability of transmission facilities, and other causes of a similar nature not reasonably within the control of the Party claiming suspension.

"**kilowatt hour**" (kWh) means one thousand watts of electric energy or electricity used in one hour.

"**Losses**" means, with respect to a Party, an amount equal to the present value of the economic loss (exclusive of Costs), if any, to such Party resulting from the termination of this Agreement determined as provided in clauses (b) and (c) of "Remedies Upon an Event of Default" in the General Terms and Conditions.

"**Party**" means either Seller or Customer.

"**Parties**" means Seller and Customer.

"**Password**" means collectively the login name and password provided to Customer at the email address set forth the Agreement that is to be used by Customer for each login to the Site.

This Agreement is confidential and is exempt from disclosure under the Open Records Act

"POLR" or **"Provider of Last Resort"** means any Retail Electric Provider designated under PURA that are required to offer electricity to any requesting customer in its territory

"PUC" means the Public Utility Commission of Texas.

"PUC Tariff" means the tariff for the TDSP filed pursuant to PUC Subst. Rules Sect. 25.431 and approved by the PUC on May 18, 2001 or a successor tariff thereto.

"PURA" means the Texas Public Utility Regulatory Act, as amended.

"REP" or **"Retail Electric Provider"** means a seller of electricity that is permitted to lawfully sell and schedule delivery, or cause to be scheduled for delivery, of electricity to electric customers located in the State of Texas under PURA after the Choice Date.

"Seller" shall mean the Texas General Land Office, acting through its representative, Reliant Energy Retail Services, LLC, a Delaware limited liability company, d/b/a Reliant Energy Solutions ("Solutions") and is sometimes referred to herein as "we" "us" and "our."

"Site" means the Texas General Land Office website on the World Wide Web portion of the Internet.

"Switch Date" means the date that all actions have been taken by the TDSP, and/or ERCOT for Seller to sell and schedule delivery, or cause delivery to be scheduled, of Energy to Customer with respect to each Customer Location and for Customer to purchase and receive, or cause to be received, such Energy from Seller for such Customer Locations, including, fully switching Customer to Seller by ERCOT.

"Transition Charge" means the Contract Charge applicable during the Transition Term.

"Transition Term" means the collective successive one-month terms of the Agreement beginning the day after the expiration of the Initial Term and ending on the date all Customer Location(s) are switched to a new REP.

"Transmission and Distribution Service Provider" or "TDSP" means the entities and any successors thereto transmitting or distributing Energy on behalf of Seller or Customer to a Customer Location, including, transmission and distribution utilities, municipally owned utilities, and electric cooperatives whose distribution systems are currently interconnected with Customer Locations.

Scope: Subject to the provisions of this Agreement and any applicable PUC Tariffs, we agree to sell and you agree to purchase your electricity requirements for the Customer Locations during the term of this Agreement. You hereby authorize Seller to (i) obtain your electricity usage data, payment and credit history from TDSP, (ii) make nominations to enable us to deliver your electricity, (iii) execute required documents on your behalf necessary to commence service under this Agreement and (iv) perform such other tasks as are necessary to provide your electricity pursuant to this Agreement.

Payment: Seller agrees to directly bill Customer on a monthly basis for its electric service in accordance with the Agreement, utilizing the TDSP's billing cycle. As soon as practicable after the end of each billing cycle, Seller agrees to render to Customer a statement setting forth the total number of kWh (rounded to the nearest whole kWh) delivered to Customer during the most recently completed billing cycle.

All payments are governed by Chapter 2251 of the Texas Government Code.

If Customer, in good faith, disputes any amount on any statement, Customer will pay to Seller the greater of (a) the undisputed amount, and (b) the amount of the prior month's statement, which latter amount may not exceed the total amount of the current disputed invoice. Seller promptly will provide supporting documentation and such other information as Customer may reasonably request for purposes of verifying the disputed amount. Any disputed and withheld amounts, if determined to have been billed properly, will be paid by Customer to Seller promptly together with interest from the original due date at the rate of one percent per month. Any amounts improperly billed and

This Agreement is confidential and is exempt from disclosure under the Open Records Act

collected from Customer will be credited to Customer against its next bill, together with interest at the rate of one percent per month.

Metering: Metering of electricity consumed by Customer must be performed by the TDSP pursuant to the TDSP's Tariff.

Contract Performance; Representations: Except for the payment of money due hereunder, the Parties' performance of their respective obligations in this Agreement will be excused for Force Majeure events that prevent such Party's performance. The Party experiencing difficulty due to a Force Majeure event must promptly notify the other Party, attempt to cure the Force Majeure event with all due diligence and exercise reasonable efforts to mitigate or limit the adverse effects of such Force Majeure event.

You represent that all information supplied to us is correct and that you are (i) validly existing, (ii) financially able to continue in business, (iii) unaware of any situation which would alter your financial abilities and have not filed, planned to file or have had filed any bankruptcy proceeding and (iv) authorized to enter into this Agreement.

Any portion of this Agreement that may be deemed to be unenforceable or illegal will not affect the enforceability or legality of the remaining terms and conditions.

Seller represents that the electricity being sold to you will have been delivered to the TDSP in accordance with applicable law. **The foregoing is in lieu of all warranties, expressed or implied, in fact or by law with respect to the electricity delivered hereunder, including but not limited to any warranty as to the merchantability of the electricity or the fitness of the electricity for any particular use or purpose.**

THIS DOCUMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THIS AGREEMENT MUST BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS EXCLUDING ANY CONFLICT OF LAW RULES THAT WOULD REQUIRE REFERENCE TO THE LAWS OF ANOTHER JURISDICTION. VENUE OF ANY SUIT BROUGHT FOR BREACH OF THIS AGREEMENT IS FIXED IN ANY COURT OF COMPETENT JURISDICTION IN TRAVIS COUNTY, TEXAS; PROVIDED, HOWEVER, THE FOREGOING MAY NOT BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY SELLER.

Liabilities: Seller acknowledges the importance to Customer of a consistent supply of electricity to its Customer Locations, and Seller will employ all resources reasonably available to it on a commercial basis to provide a consistent supply of electricity, subject to the other terms and conditions of this Agreement. Notwithstanding, Customer acknowledges that Seller exercises no independent control over TDSP's Facilities necessary for delivery of electricity, and Customer recognizes that Seller will have no liability or responsibility for service interruptions, fluctuations, termination or deterioration in the generation of electricity or its transmission or deterioration of service caused by any factor beyond Seller's control, including but not limited to failure of the TDSP's transmission and/or distribution system that delivers electricity to Customer.

LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY NOR INDIRECT DAMAGES. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

Credit: This Agreement is subject to credit approval by us throughout the Term. You agree to cooperate with us in establishing your creditworthiness, including the disclosure of your billing and payment history with your TDSP.

Default: A "Default" has occurred if: (i) either Seller or Customer fails to perform any material term or condition of this Agreement, provided that such failure is not caused by a Force Majeure event or cured within 30 days of written notice by the other Party or within another period as may be mutually agreed upon by Seller and Customer, or (ii) Customer voluntarily or involuntarily becomes bankrupt or is forced into bankruptcy.

Remedies Upon an Event of Default: (a) In the event of default under this Agreement by Seller or Customer, the other Party may (i) terminate this Agreement ("Termination"), (ii) suspend performance and, to the extent allowed

APPENDIX B
Contract Charge

Total Power 3.0 – Model 20 Bundled – Fixed Price

SELLER INVOICE

Seller shall invoice each of Customer Locations on a monthly basis. Invoices shall consist of the following components:

1. Contract Charge; plus
2. Discretionary Service Fees (if any); plus
3. Competition Charges (whether positive or negative); and
4. Other charges expressly authorized in this Agreement.

The "**Contract Charge**" is the amount in $US, determined by calculating the product of the Actual Consumption at the Customer Location and the Contract Price.

The "**Contract Price**" equals **$0.12548** per kWh consumed at the Customer Location(s) and includes energy charges, Nodal Transition Charges, Transmission and Distribution Charges, Ancillary Charges, ISO fees, and congestion management fees; provided, during the Delivery Term GLO may make adjustments (increases or decreases) to the Contract Price per kWh to reflect any changes in Transmission and Distribution Charges that have been authorized and implemented after the Effective Date, with such adjustments to be made no more than one time per calendar year with respect to each TDSP serving Customer Locations and to take effect prospectively as of the next meter read date following the date of adjustment. The Contract Price does not include (a) Discretionary Service Fees, Competition Charges, and other authorized charges and (b) any additional costs or charges imposed on or associated with the delivery of the Actual Consumption to the extent that such additional costs or charges would not have been incurred but for Customer's breach of this Agreement.

Customer will promptly notify Seller of any event or circumstance that is likely to cause a significant change to the load at any Customer Location(s) (a "**Notice of Load Change**"), including Customer's plans for new construction, facility replacement or equipment modification, planned closures, applications for new construction permits, or new environmental limits.

In the event of a Material Change or the receipt by Seller of a Notice of Load Change, Seller and Customer may enter into good faith negotiations to amend the Benchmark Quantity and Contract Price. If the Parties are unable to agree within 60 days after the occurrence or determination of an event of Material Change or the receipt by Seller of a Notice of Load Change, the matter shall be submitted for Dispute Resolution in accordance with the terms and procedures set forth in this Agreement.

ADDITIONAL CAPITALIZED TERMS

"**Actual Consumption**" means the Energy measured or reported by the TDSP or estimated by Seller for the Customer Location for a month for scalar meters and for each hour for IDR meters.

"**Ancillary Charges**" means, for each Customer Location, all charges assessed by ERCOT for services necessary to maintain reliable operation of the transmission system in order to support the transmission of Energy from the source of generation to the points of demand.

"**Competition Charges**" means, for each Customer Location, any or all of the following charges: competition transition charges; transition charges as defined in the PURA; excess mitigation credits; and/or substantially similar charges associated with, or resulting from, the opening of the electric market in the State of Texas to REPs, including the recovery of stranded costs as defined by the PURA and increases in transmission and distribution rates charged by the TDSP that result from, or are otherwise attributable to, the redirection of depreciation expenses.

"**Discretionary Service Fees**" means all non-routine deposits, connection fees, metering charges, installation costs for equipment to maintain a Power Factor of not less than 95% lagging at each Customer Location meter, assessments by the TDSP in respect of any Power Factor at any Customer Location meter, or any similar amounts that are assessed by and payable to the TDSP related to the purchase and installation of meters and associated equipment and the Customer's use of such equipment to establish or maintain electric service at a Customer Location or to maintain TDSP system requirements, or other charges for equipment or services requested by Customer or required by the TDSP.

"**Material Change**" means any events, plans or circumstances that cause a significant change for two consecutive months or more to Customer's actual consumption as compared to Benchmark Quantities.

"**Nodal Transition Charge**" means a charge implemented with the Texas Nodal Market based on the difference(s) between the Day-Ahead Settlement Point Price(s) determined by ERCOT for the Hub(s) and the Day-Ahead Settlement Point Price(s) determined by ERCOT for the Load Zones associated with the Customer Location(s) for Actual Consumption not priced at Settlement Point Price(s) at the Load Zone(s). As used herein, the terms "**Hub**", "**Day-Ahead**", "**Settlement Point Price**" and "**Load Zone**" have the meanings set forth in the Texas Nodal Protocols approved by PUCT, as of October 1, 2006, as amended.

"**Power Factor**" means the ratio of kW to kilovolt amperes expressed as a percentage, calculated by dividing kW by kilovolt amperes.

"**Transmission and Distribution Charges**" means, for each Customer Location, all transmission and distribution charges and other cost recovery charges and fees outlined in the TDSP's tariff and billed to Solutions for TDSP's services to deliver Energy to the applicable Customer Location; provided, such charges and fees will not include any Competition Charges.

CUSTOMER'S ACKNOWLEDGMENT

Customer acknowledges that Seller's representatives are in the business of buying and selling power within the ERCOT market for each of their own accounts and that this participation may affect the calculation of Real-Time Settlement Point Prices. Notwithstanding the foregoing, Customer agrees to pay the amounts provided for in this Agreement that may be based upon Real-Time Settlement Point Prices, as promulgated by ERCOT. Subject to the right of Customer to dispute a Seller Invoice as set forth in the Agreement, Customer will not withhold payment for any reason, including, investigatory activities undertaken by ERCOT or PUCT, based on Seller's representatives' participation in the market and its effect on Real-Time Settlement Point Prices. Nothing in this Agreement restricts Seller or any of Seller's representatives from participating in ERCOT market activities that may affect Real-Time Settlement Point Prices.

2. **Approval to accept a check from Voter Consumer Research, Inc. A premier public opinion survey research and data collection company in the amount of $250.00 dated 04/10/08.**

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

3. **Electric Energy Provider Option I:**
A. Presentation by Ruben de los Santos with Reliant Energy (Hidalgo County's current contracted energy provider through the County's participation in the State of Texas
General Land Office's Power Program) for discussion, consideration and action to enter into a multiple months agreement before the expiration of the current contract on 5-31-08.

Presentation made by Ruben de los Santos.

B. Approval of participation with and through the State of Texas General Land Office's
Power Program's awarded vendor (Reliant Energy) for the contract of an electric energy provider with designation and authorization for County Judge, Commissioner or
Executive Officer to approve and accept pricing and a term of up to sixty (60) months if market conditions present an opportunity to do so with the CC setting the parameter
against the County's current pricing;

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval for 60 months without Headstart.

C. Approval of an Electric Sales Agreement through the State of Texas General Land Office Power Programs's awarded vendor, Reliant Energy for a term of _____months at a rate of $_____, plus additional charges of $_____

NO ACTION taken on this item.

Option II:
A. Presentation by Donald Lee, Executive Director of (Conference of Urban Counties) and Public Power Pool of an indicative pricing proposal from CUC's aggregation project-P3 for the provision of electric power for Hidalgo County:

Presentation made by Donald Lee.

B. Approval to proceed to enter into an Interlocal Agreement between Hidalgo County and CUC's aggregation project Public Power Pool for the provision of electric power including, but not limited to the provisions detailed in the attached documentation on membership requirements.

NO ACTION taken on this item.

AI-9051 **23.J.3.**

Electric Energy Provider
CC REGULAR

Date: 04/29/2008
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Co. Wide

Information

CAPTION

Electric Energy Provider
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C. Approval of an Electric Sales Agreement through the State of Texas General Land Office Power Programs's awarded vendor, Reliant Energy for a term of _____months at a rate of $_____, plus additional charges of $_____.

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B. Approval to proceed to enter into an Interlocal Agreement between Hidalgo County and CUC's aggregation project Public Power Pool for the provision of electric power including, but not limited to the provisions detailed in the attached documentation on membership requirements.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** object code 622 all funds
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

All departments are individually responsible for making their monthly electricity payments from within their budget.

Please refer to attached expense report as of 4-25-08 (all funds) for object code 622 for

funding availability.

Attachments

Link: Reliant
Link: expense report as of 4-25-08 object code 622

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	04/24/2008 05:25 PM	APRV
2	Budget & Management	Dina Trevino	04/25/2008 07:35 AM	APRV
3	Ivan Cantu	Ivan Cantu	04/25/2008 09:42 AM	APRV
4	Auditor's Office		04/25/2008 04:50 PM	NEW

Form Started By: Nielda Cavazos Started On: 04/23/2008 04:47 PM
Final Approval Date: 04/25/2008

reliant
an NRG company

Reliant
1201 Fannin
Houston, TX 77002

October 20, 2015

Attention: Martha Salazar
County of Hidalgo
2802 S. BUSINESS HWY 281
EDINBURG, TX 78539

RE: Electric Sales Agreement (the "Agreement") and if applicable the Energy Transaction Confirmation (the "Energy Transaction") between **Reliant Energy Retail Services, LLC or Reliant Energy Northeast, LLC** ("Reliant"), d/b/a Reliant Energy Solutions and **County of Hidalgo** ("Customer") (Agreement # **1-8JEWD**)

Dear Valued Customer:

We at Reliant value your business and want to ensure that you have all of the necessary information to make an informed decision about your future electricity supply. This letter is being sent to advise you that the initial term of the Agreement/Energy Transaction is set to expire on the first meter read date following **11/30/15** (the "Term Date") and, absent termination in accordance with the Agreement by either party, the Agreement/Energy Transaction will renew automatically for one-month terms under its provisions, subject to the terms set forth herein. If the Agreement/Energy Transaction renews, Reliant will continue to provide uninterrupted electric service based upon the general provisions of the Agreement, subject to the Transition Charge described below.

The Transition Charge will remain in effect until you enter into a new term agreement with Reliant or terminate the Agreement/Energy Transaction and successfully switch your electric service to another provider. By accepting electric service from Reliant after the Term Date, you agree to continue to be bound by all of the provisions contained in the Agreement, subject to the Transition Charge.

Reliant will post a new monthly Contract Charge and new product terms for the renewal periods (collectively, the "Transition Charge") on the Site described below. The Transition Charge will govern all electricity supplied to the Customer Location(s) covered by the Agreement/Energy Transaction after the Term Date. Reliant will provide an interface on Reliant's Energy Commander® web site at http://www.energycommander.com (the "Site") on which you may access the Transition Charge and other information.

Upon contacting Reliant at the Site or by calling (888) 315-1558, Reliant will provide to you a login name and password (collectively, the "Password") to be used for each log-in to the Site if such has not been previously provided to you. By accessing the Site, you accept the Energy Commander® Terms and Conditions that appear on the Site. The Password will be considered confidential information under the Agreement.

I thank you for your business and remain available to assist you in any way possible.

Sincerely,

Frances Perryman

Frances Perryman
Director, Retail Operations

AI-52016 **Purchasing Department** **24. A. 5.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Authority to advertise and approval of procurement packet (i.e., specifications - requirements, legal notice etc.) as attached hereto for H.C. "Professional Audit Services RFQ No 2015-328-12-02-YZV including the re-advertisement of project in the event of no participation received, and/or rejected and project is still required.

B. Appointment and/or designation by Commissioners' Court to select/assisgn an evaluation committee to evaluate and score the SOQ's received for RFQ 2015-328-12-02-YZV- Professional Audit Services for Hidalgo County (All Funding Sources)

BACKGROUND

Current Contract Expires: 12/31/2015

Proposed Calendar of Events:
1st Advertisement: 11/14/2015
2nd Advertisement: 11/21/2015

Acceptance Date: 12/02/2015

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-415-13-125-005-0-335

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

BUDGETARY IMPACT:

2016 Budgeted amount is $144,000.00; PO #726869 with BMC for the independent audit services for year ended 12-31-14 has been fully paid.

Attachments

RFQ-2015-328-Professional Auditing Services

Auditors Memo-Signed

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/02/2015 11:50 AM
Budget & Management	Veronica Ortiz	11/03/2015 11:07 AM
Ivan Cantu	Ivan Cantu	11/04/2015 10:41 AM
Auditor's Office	Monica Badillo	11/06/2015 05:04 PM

Form Started By: Yolanda Velasquez Started On: 10/28/2015 11:44 AM

Final Approval Date: 11/06/2015

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 16, 2015

Re: **HIDALGO COUNTY**
Request For Qualifications -**"Professional Auditing Services"**
RFQ No.: 2015-328-12-02-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

Request for Qualifications (RFQ) Checklist
Hidalgo County
"Professional Auditing Services"
RFQ No.: 2015-328-12-02-YZV

1) **Request for Qualifications Letter, consists of __1__ page.**

2) **Request for Qualifications, Legal Notice, consisting of __8__ pages.**

3) **Exhibit "A" -Requirements with attachments, consisting of __21__ pages.**

4) **Exhibit "B"- Evaluation Criteria & form consisting of __2__ pages.**

5) **Exhibit "C"- Insurance Requirements, consisting of __4__ pages.**

6) **Exhibit "D"- Conflict of Interest Questionnaire (CIQ), , consisting of __1__ page.**

7) **Exhibit E, Proposer's/Participant's Affidavit, consisting of __1__ page.**

8) **Vendor Application and Request for Taxpayers Identifications Number (W-9) form, consisting of __6__ pages.**

9) **Certification Regarding Debarment, consisting of __1__ page.**

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 16, 2015
Date

RFQ NO. 2015-328-12-02	BUYER III: Yolanda Z. Velasquez	TEL: 956-318-2626

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

Hidalgo County
"Professional Auditing Services"

ACCEPTANCE DATE:
December 02, 2015

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

1. **Sealed Statement of Qualifications** will be received for "***Hidalgo County- Professional Auditing Services"*** in accordance with the requirements attached hereto as Exhibit "A." RFQ's should address all requirements set forth. Respondent's may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and seven (7) copies of all RFQ's are required, with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***REQUEST FOR QUALIFICATION -RFQ NO. 2051-328-12-02-YZV-"HIDALGO COUNTY-PROFESSIONAL AUDITING SERVICES"*** and in County's Purchasing Department, 2812 S. Hwy. 281, Hidalgo County New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday December 02, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ 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 THE FOLLOWING REFERENCE: **RFQ NO.2015-328-12-02-YZV *"Hidalgo County-Professional Auditing Services".***

   Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County.

   WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Tuesday, ***December 20, 2011 at 5:00 p.m.*** Responses will be sent to all applicants via facsimile by **Thursday, *December 22, 2011 at 5:00 p.m.*** **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best statement of qualifications for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar statement of qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Respondents shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. **DELIVERY INSTRUCTIONS** (for applicable goods and/or services):

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - ***"Hidalgo County -Professional Auditing Services"***
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  f) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Ray Eufracio, Auditor
Hidalgo County Auditor's Office
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable
(956) 318-2511

15. SCHEDULE OF EVENTS

RFQ Acceptance, 9:30 A.M.	December 02, 2015
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. ~~Bid OR PERFORMANCE BOND AND~~ **DEBARMENT CERTIFICATION**~~; PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to~~

~~the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. **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.

19. If, during the life of any contract or awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Statement of Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondents responsibility. A prospective respondent, by submitting a statement of qualificaiton, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

22. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to

terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

26. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualification shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. 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.

28. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

29. Respondents shall provide with the RFQ's response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Respondents must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request for Qualifications
for
Hidalgo County
Professional Auditing Services

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Hwy. 281
Hidalgo County New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

COUNTY OF HIDALGO, TEXAS

HIDALGO COUNTY PURCHASING DEPARTMENT

REQUEST FOR QUALIFICATIONS

FOR

"Professional Auditing Services"

ADMINISTRATION BUILDING
2802 S. BUSINESS HWY 281
EDINBURG, TEXAS 78539

COUNTY OF HIDALGO, TEXAS

REQUEST FOR QUALIFICATIONS

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I. INTRODUCTION

A. General Information

The County of Hidalgo, Texas (the County) is requesting Statements of Qualifications from qualified firms of certified public accountants to audit its financial statements for fiscal years 2015 and 2016, with the option of auditing its financial statements for fiscal years 2017 and 2018. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the U.S. Government Accountability Office's (GAO) *Government Auditing Standards* (1994), the provisions of the federal Single Audit Act of 1984 (as amended in 1996), and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

Any inquiries concerning the Request for Qualifications should be submitted in writing via facsimile to (956) 318-2629 or Email to yolanda.velasquez@co.hidalgo.tx.us by no later than 5:00 pm., Monday, November 23, 2015. Responses to inquiries submitted will be provided to all participants by Wednesday, November 25, 2015 by 5:00 p.m..

To be considered, one (1) original and seven (7) copies of statements of qualifications must be received and time stamped in the Hidalgo County Purchasing Department by 9:30 a.m. on Wednesday, November 25, 2015.

All Statements of Qualifications must be submitted in a sealed envelope with the participants name and address on the upper left hand corner and the RFQ number, opening date and time on the lower right hand corner clearly marked on the outside of the envelope. If an overnight delivery service is used, the above notations must be clearly marked on the outside of the delivery service envelope.

Sealed Statements of Qualifications may be hand-delivered or mailed to:

Physical Address:	**Mailing Address:**
Ms. Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent 2802 S. Business Hwy 281 Edinburg, Texas 78539	Ms. Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent 2812 S. Business Hwy 281 Edinburg, Texas 78539

Facsimile and electronic mail transmittals will not be accepted.

Any Statements of Qualifications received after the submission deadline will not be opened and will be returned. The County is not responsible for lateness of mail, courier service, etc.

The County reserves the right to reject any or all Statements of Qualifications submitted. Submission of a Statement of Qualifications indicates acceptance by the firm of the conditions contained in this Request for Qualifications unless clearly and specifically noted in the Statement of Qualifications submitted and confirmed in the contract between the County and the firm selected.

B. Term of Engagement

A two-year contract is contemplated with the option of two (2) additional one-year renewals subject to the satisfactory negotiation of terms (including a price acceptable

to both the County and the selected firm), the concurrence of the Commissioners Court, and the annual availability of an appropriation.

C. Subcontracting

Subcontracting will not be allowed without the express prior written consent of the Commissioners Court.

II. NATURE OF SERVICES REQUIRED

A. General

The County of Hidalgo, Texas (the County) is soliciting the services of qualified firms of certified public accountants to audit its financial statements for fiscal years 2015 and 2016, with the option to audit the County's financial statements for fiscal years 2017 and 2018. These audits are to be performed in accordance with the provisions contained in this Request for Qualifications.

B. Scope of Work to be Performed

The County desires the auditor to express an opinion on the fair presentation of its governmental activities, its business-type activities, its component unit, each of its major funds, and its aggregate remaining fund information in conformity with generally accepted accounting principles.

The County also desires the auditor to express an opinion on the fair presentation of its combining and individual fund financial statements and schedules in conformity with generally accepted accounting principles. The auditor is not required to audit the supporting schedules contained in the comprehensive annual financial report. However, the auditor is to provide an "in-relation-to" opinion on the supporting schedules based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. The auditor is not required to audit the introductory section of the report or the statistical section of the report.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The auditor is not required to audit the schedule of expenditures of federal and state awards. However, the auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

C. Auditing Standards to be Followed

To meet the requirements of this Request for Qualifications, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. Government Accountability Office's *Government Auditing Standards* (1994), the provisions of the Single Audit Act of 1984 (as amended in 1996), the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and the Texas Government Code Section 2256.005(m)

D. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards in relation to the audited financial statements.
2. A report on compliance and internal control over financial reporting based on an audit of the financial statements.
3. A report on compliance and internal control over compliance applicable to each major federal program.
4. A report on compliance and internal control over compliance applicable to each major state program.

In the required reports on compliance and internal controls, the auditor shall communicate any significant deficiency or material weakness found during the audit. A *significant deficiency* shall be defined as a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected. A *material weakness* shall be defined as a significant deficiency or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected. Significant deficiencies that are also material weaknesses shall be identified as such in the report.

Control deficiencies discovered by the auditors that are neither significant deficiencies nor material weaknesses shall be reported in a separate letter to management, which shall be referred to in the reports on compliance and internal controls. A *control deficiency* shall be deemed to have occurred whenever the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis.

The reports on compliance and internal controls shall include all instances of noncompliance.

Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties:

- Commissioners Court Executive Officer
- County Auditor

Auditors shall assure themselves that the County is informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards
2. Significant accounting policies
3. Management judgments and accounting estimates
4. Significant audit adjustments

5. Other information in documents containing audited financial statements
6. Disagreements with management
7. Management consultation with other accountants
8. Major issues discussed with management prior to retention
9. Difficulties encountered in performing the audit

E. Special Considerations

1. The financial statements of the Hidalgo County Drainage District No. 1 (the District) are included as a component unit of the financial statements of the County of Hidalgo, Texas.
2. The County will send its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will not be required to provide special assistance to the County to meet the requirements of that program.
3. The County currently anticipates it will prepare one or more official statements in connection with the sale of debt securities which will contain the general purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."
4. The County has determined that the United States Department of Health and Human Services will function as the cognizant agency in accordance with the provisions of the Single Audit Act of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.
5. The Schedule of Expenditures of Federal and State Awards and related auditor's report, as well as the reports on compliance and internal controls are to be issued as part of the comprehensive annual financial report.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the County of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- County of Hidalgo, Texas
- U.S. Department of Health & Human Services
- U.S. Government Accountability Office (GAO)
- Parties designated by the federal or state governments or by the County as part of an audit quality review process
- Auditors of entities of which the County is a sub-recipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. DESCRIPTION OF THE GOVERNMENT

A. Name and Telephone Number of Contact Persons/Organizational Chart/Location of Offices

The auditor's principal contact with the County will be Mr. Raymundo Eufracio, County Auditor, or a designated representative, who will coordinate the assistance to be provided by the County to the auditor.

The auditor's principal contact with the Hidalgo County Head Start Program will be Ms. Teresa Flores, Director, or a designated representative, who will coordinate the assistance to be provided by the Head Start Program to the auditor.

The auditor's principal contact with the Hidalgo County Urban County Program will be Ms. Diana Serna, Director, or a designated representative, who will coordinate the assistance to be provided by the Urban County Program to the auditor.

The auditor's principal contact with the Hidalgo County Community Service Agency will be Mr. Jaime Longoria, Director, or a designated representative, who will coordinate the assistance to be provided by the Community Service Agency to the auditor.

An organizational chart (Appendix A) and a list of principal officials (Appendix B) are attached.

B. Background Information

The County of Hidalgo, Texas serves an area of 1,570 square miles with an estimated population of 831,073 in 2014. The County's fiscal year begins on January 1 and ends on December 31.

The County provides the following services to its citizens:

- Administration of justice
- Public safety
- Health and welfare services
- Construction and maintenance of roads and other infrastructure
- Sanitation services
- Recreational and cultural activities

The County has a total payroll of $109,815,085 covering 2997 employees.

The County is organized into 67 departments and agencies. The accounting and financial reporting functions of the County are decentralized. The County's Head Start Program, Urban County Program, and Community Service Agency each maintain their own separate financial accounting systems.

More detailed information on the government and its finances can be found in the County's Comprehensive Annual Financial Report (CAFR), Single Audit, and Annual Operating Budget. These documents can be found on the County's website located at http://www.co.hidalgo.tx.us/. The County's CAFR and Single Audit may also be obtained by contacting the County Auditor's Office at 2808 S. Business Hwy 281, Edinburg, Texas 78539. The County's Annual Operating Budget may also be

obtained by contacting the Department of Budget and Management at 2818 S. Business Hwy 281, Edinburg, Texas 78539.

C. Fund Structure

The County uses the following fund types and account groups in its financial reporting:

Fund Type	Number of Individual Funds	Number With Legally Adopted Annual Budgets
General fund	1	1
Special revenue funds	51	32
Debt service funds	14	14
Capital projects funds	18	0
Enterprise funds	2	0
Internal service funds	2	0
Private-purpose trust funds	8	0
Pension (and other employee benefits) trust funds	1	0
Agency funds	12	0

D. Budgetary Basis of Accounting

The County prepares its budgets on a basis consistent with generally accepted accounting principles.

E. Federal and State Financial Assistance

During fiscal year 2014; the County expended $101,088,332 in federal and state awards. Please refer to the County' fiscal year 2014 Single Audit at http://www.co.hidalgo.tx.us/index.aspx?NID=448 for a complete list of all federal and state awards.

F. Pension Plans

The County participates in the following pension plans:

Plan	Type	Actuary
Texas County and District Retirement System	Multiple-employer defined benefit contribution	Lewis & Ellis, Inc.
Hidalgo County Affiliated Departments Retirement Plan	Tax-deferred money purchase pension plan	The Pension Company Consulting Actuaries

G. Component Units

The reporting entity is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board's Statement No. 14, *The Financial Reporting Entity*. Using these criteria, the management of the County identified the following component unit for inclusion in the County's financial statements:

Hidalgo County Drainage District No. 1

The auditors of the District are contractually obligated to provide information needed for the audit of the County.

H. Magnitude of Finance Operations

The County's finance department is headed by Mr. Raymundo Eufracio, County Auditor, and consists of 46 employees. The principal functions performed and the numbers of employees assigned to each are as follows:

Function	Number of Employees
Accounts Payable	15
Internal Audit	11
Financial Accounting	7
Grants Accounting	7

The Hidalgo County Head Start Program's finance department is headed by Ms. Teresa Flores, Director, and consists of 5 of employees.

The Hidalgo County Urban County Program's finance department is headed by Ms. Diana Serna, Director, and consists of 6 of employees.

The Hidalgo County Community Service Agency's finance department is headed by Mr. Jaime Longoria, Director, and consists of 6 of employees.

I. Computer Systems

Primary Government	Financial Accounting System	Vendor
Hidalgo County	alio	Weidenhammer Systems, Corp.
Hidalgo County Head Start Program	MIP Fund Accounting	Abila
Hidalgo County Urban County Program	Financial Edge	Blackbaud
Hidalgo County Community Service Agency	IBM AS-400 Accounting Software	Internally developed.

J. Internal Audit Function

The County maintains an internal audit function that reports to the County Auditor and is staffed by 11 employees. All 10 members of the internal audit staff have a BBA degree and 2 members have a master's degree.

K. Availability of Prior Audit Reports and Working Papers

Interested participants who wish to review prior years' audit reports and management letters should contact the County Auditor's Office at 2808 S. Business Hwy 281, Edinburg Texas 78539 (956) 318-2511. The County Auditor's Office will use its best efforts to make prior audit reports and management letters available to participants to aid their response to this request for qualifications.

IV. TIME REQUIREMENTS

A. Schedule for the 2015 Fiscal Year Audit (A similar time schedule will be developed for audits of future fiscal years).

Each of the following should be completed by the auditor no later than the dates indicated.

1. Detailed Audit Plan

   The auditor shall provide the County on a later date to be determined both a detailed audit plan and a list of all schedules to be prepared by the County.

2. Fieldwork

   The auditor shall complete all fieldwork by April 30.

3. Draft reports

   The auditor shall have drafts of the audit reports and recommendations to management available for review by the County Auditor by May 20.

B. Entrance Conferences, Progress Reporting and Exit Conferences (A similar time schedule will be developed for audits of future fiscal years).
At a minimum, the following conferences should be held:

Entrance conference with County Auditor and department heads of key offices or programs	The purpose of this meeting will be to discuss prior audit problems and to establish overall liaison for the audit and to make arrangements for work space and other needs of the auditor.
Progress conference(s) with County Auditor and department heads of key offices or programs	The purpose of this meeting(s) will be to discuss the status of the audit and preliminary findings related to key internal controls or other matters tested.
Exit conference with County Auditor and department heads of key offices or programs	The purpose of this meeting will be to summarize the results of the field work and to review significant findings

C. Date Final Report is Due

The County Auditor's Office shall prepare draft financial statements, notes, all required supplementary schedules, and statistical data by May 31. The auditor shall provide all recommendations, revisions and suggestions for improvement to the County Auditor by June 10.

The County Auditor's Office will complete their review of the draft report as expeditiously as possible. It is not expected that this process should exceed one week. During that period, the auditor should be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed reports shall be delivered to the Commissions Court by June 28.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department and Clerical Assistance

The finance department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the County.

B. Statements and Schedules to be prepared by the Staff of the County.

The staff of County will prepare all statements and schedules for the auditor by May 31.

C. Work Area, Telephones, Photocopying and FAX Machines

The County will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to telephone lines, photocopying facilities and FAX machines.

D. Report Preparation

Report preparation, editing and printing shall be coordinated by the County Auditor's Office. The auditor will be responsible for providing the paper stock necessary for printing 100 reports.

VI. QUALIFICATION REQUIREMENTS

A. General Requirements

1. Inquiries

Inquiries concerning the Statement of Qualifications and the subject of the Request for Qualifications must be made in writing to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
2802 S. Business Hwy 281
Edinburg, Texas 78539
FAX: (956) 318-2629

CONTACT WITH PERSONNEL OF THE COUNTY OTHER THAN MARTHA L. SALAZAR, HIDALGO COUNTY PURCHASING AGENT, REGARDING THIS REQUEST FOR QUALIFICATIONS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

2. Submission of Statement of Qualifications

The following material is required to be received by no later than **9:30 a.m., DECEMBER 02, 2015** for a Statement of Qualifications to be considered:

a. An original and seven (7) copies to include the following:

i. Title Page
Title page showing the Request for Qualifications subject; the firm's name; the name, address and telephone number of the contact person; and the date of the Statement of Qualifications.

ii. Table of Contents

iii. Transmittal Letter
A signed letter of transmittal briefly states the participants understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and no Statement of Qualification may be withdrawn within ninety (90) days from the scheduled time accept the RFQs.

The Statement of Qualifications must be signed by a person entitled to represent the firm, empowered to submit the Statement of Qualifications, and authorized to sign a contract with the County. In order to be considered all submittals must be

signed. Please sign the original in **BLUE INK.**

iv. Detailed Statement of Qualifications
The detailed Statement of Qualifications should follow the order set forth in Section VI B of this request for qualifications.

v. Copy of current external quality control review.

vi. Executed copies of ... (e.g., Proposer's Affidavit, CIQ, Vendors applications, W-9 form, Debarment, etc.)

vii. Certificate(s) of Insurance (e.g., Project and Insurance Requirements Acknowledgement etc.)

b. Participants should send the completed Statement of Qualifications in a sealed envelope to the following address:

Martha L. Salazar, CPPB,
Hidalgo County Purchasing Agent
2802 S. Business Hwy 281
Edinburg, Texas 78539

The sealed envelope should include on its face the following information: the RFQ number, the name of the firm, and opening date.

B. Qualifications Format

1. General Requirements

The purpose of the Request for Qualifications is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the County of Hidalgo, Texas in conformity with the requirements of this Request for Qualifications. As such, the substance of Statement of Qualifications will carry more weight than their form or manner of presentation.

The Statement of Qualifications should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for qualifications requirements.

The Statement of Qualifications should address all the points outlined in the Request for Qualifications. The Statement of Qualifications should be prepared simply and economically, providing a straightforward, concise description of the participant's capabilities to satisfy the requirements of the Request for Qualifications. While additional data may be presented, the following subjects, items no. 2 through 10, must be included. They represent the criteria against which the Statement of Qualifications will be evaluated.

2. Independence

The firm should provide an affirmative statement that it is independent of the County as defined by generally accepted auditing standards/the U.S. Government Accountability Office's *Government Auditing Standards* (1994).

The firm also should provide an affirmative statement that it is independent of the component unit of the County as defined by those same standards.

The firm should also list and describe the firm's professional relationships involving the County or any of its agencies or component unit for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the County written notice of any professional relationships entered into during the period of this agreement.

3. License to Practice in Texas

An affirmative statement should be included that the firm and all assigned key professional staff are properly registered/licensed to practice in Texas.

4. Firm Qualifications and Experience

The participant should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

5. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Texas. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the County. However, in either case, the County retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this Request for Qualifications can only be changed with the express prior written permission of the County, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the participant provided that replacements have substantially the same or better qualifications or experience.

6. Prior Engagements with the County

List separately all engagements within the last five years, ranked on the basis of total staff hours, for the County by type of engagement (i.e., audit, management advisory services, other). Indicate the scope of work, date, engagement partners, total hours, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

7. Similar Engagements With Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum - 5) performed in the last five years that are similar to the engagement described in this Request for Qualifications. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

8. Specific Audit Approach

The statement of qualifications should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for Request for Qualifications. In developing the work plan, reference should be made to such sources of information as County's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Participant will be required to provide the following information on their audit approach:

a. Proposed segmentation of the engagement
b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
c. Sample size and the extent to which statistical sampling is to be used in the engagement
d. Extent of use of EDP software in the engagement
e. Type and extent of analytical procedures to be used in the engagement
f. Approach to be taken to gain and document an understanding of the County's internal control structure
g. Approach to be taken in determining laws and regulations that will be subject to audit test work
h. Approach to be taken in drawing audit samples for purposes of tests of compliance

9. Identification of Anticipated Potential Audit Problems

The Statement of Qualifications should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the County.

10. **FIRMS ARE <u>NOT</u> TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254), et seq., the Uniform Grant and the Contract Management Act of 1981. Once selected for negotiations, participant is to provide a fee schedule (see appendix C) for the following scope of services/work, including the estimated number of hours. A breakdown of the estimated hours and billing rates shall be submitted for all auditors, partners, support staff and owners involved in the audit.

The County reserves the right to negotiate with any and all audit firms that submit Statement of Qualifications as per the Texas Professional Service Procurement Act and the Uniform Grant and Contract Management Act of 1981. The County of Hidalgo is an Affirmative Action/Equal Opportunity Employer.

All costs and expenses associated with the preparation and submission of (bids, proposals SOQ's and/ or Quotes) shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

VII. EVALUATION PROCEDURES

The evaluation consists of a 100-point scoring system based on the Evaluation Criteria - Exhibit B However, after the 100-point evaluation, Hidalgo County's Commissioners Court may elect to narrow the participating firms and request a presentation.

A. The Hidalgo County Commissioners' Court will review, score and evaluate the SOQ's received in response to this Hidalgo County request for qualifications.

B. After the SOQ's have been reviewed, scored and evaluated, a grid will be tabulated and the average scores will be presented to Hidalgo County Commissioner's Court for the purposes of ranking.

C. Required compliance elements and evaluation criteria:

Statement of Qualifications (SOQ's) will be considered/evaluated using two steps.

- **STEP 1: Required Compliance Elements**:
Firms **must** meet and submit all the mandatory elements detailed herein (a thru d) for consideration in order to qualify to proceed to Step 2.

1. Prerequisite/Mandatory Elements

a. The audit firm is independent and licensed to practice in Texas;
b. The firm has no conflict of interest with regard to any other work performed by the firm for the County;
c. The firm adheres and complies to the instructions in preparing the response (SOQ) to this request for qualifications by submitting a complete Statement of Qualifications; and
d. The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.

- **STEP 2: Evaluation Criteria:**
Statement of Qualifications evaluated and scored for technical qualifications. The following represent the principal selection criteria which will be considered during the evaluation process.

2. Technical Quality: **(Maximum Points - 100)**

a. Expertise and Experience (Maximum Points - 70)

1) The firm's past experience and performance on comparable government engagements (Maximum Points - 40)
2) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation (Maximum Points - 30)

b. Audit Approach **(Maximum Points - 30)**
1) Adequacy of proposed staffing plan for various segments of the engagement (Maximum Points - 10)
2) Adequacy of sampling techniques (Maximum Points - 10)
3) Adequacy of analytical procedures (Maximum Points - 10)

D. Negotiation process- evaluation criteria

The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiation based on the Evaluation Criteria Exhibit B. If negotiations prove unsuccessful, the next highest ranked firm/company will be contacted.

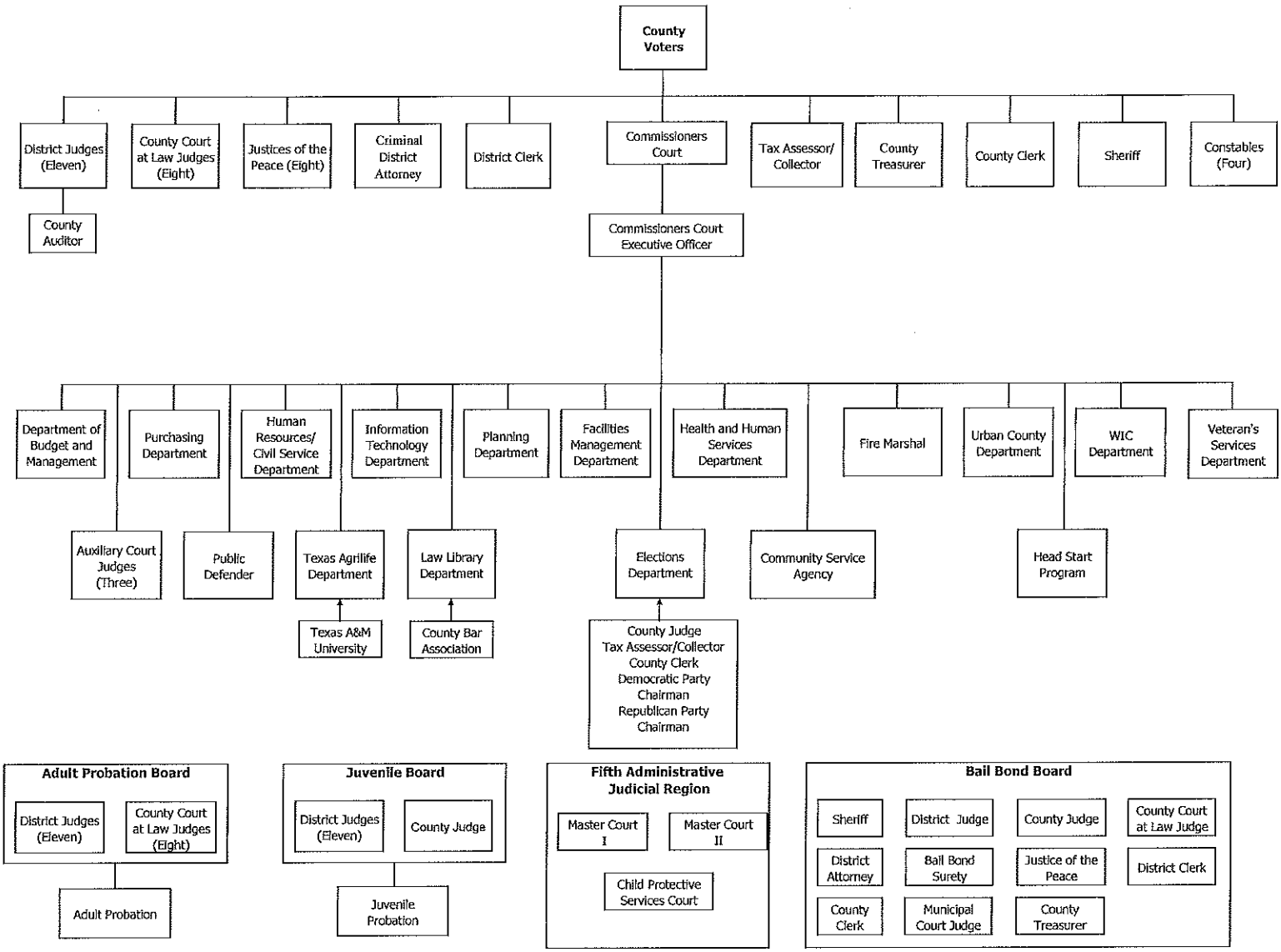
E. Right to Reject the Request for Qualifications

Submission of a Statement of Qualifications indicates acceptance by the firm of the conditions contained in this Request for Qualifications unless clearly and specifically noted in the Statement of Qualifications submitted and confirmed in the contract between the County and the firm selected. Hidalgo County also reserves the right to reject any or all SOQ's submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval.

APPENDIX A

County of Hidalgo, Texas

Organizational Chart



APPENDIX B

LIST OF PRINCIPAL OFFICIALS
As of August 31, 2015

Commissioners Court (The Governing Body)

Ramon Garcia, County Judge
A. C. Cuellar Jr., County Commissioner, Precinct No. 1
Eduardo "Eddie" Cantu, County Commissioner, Precinct No. 2
Jose M. Flores, County Commissioner, Precinct No. 3
Joseph Palacios, County Commissioner, Precinct No. 4

Judges

Luis Singleterry, District Judge, 92nd Judicial District
Rodolfo Delgado, District Judge, 93rd Judicial District
J.R. "Bobby" Flores, District Judge, 139th Judicial District
Rose G. Reyna, District Judge, 206th Judicial District
Juan R. Partida, District Judge, 275th Judicial District
Mario E. Ramirez, Jr., District Judge, 332nd Judicial District
Noe Gonzalez, District Judge, 370th Judicial District
Leticia Lopez, District Judge, 389th Judicial District
Aida Salinas Flores, District Judge, 398th Judicial District
Israel Ramon, District Judge, 430th Judicial District
Jesse Contreras, District Judge, 449th Judicial District
Rodolfo Gonzalez, Judge, County Court at Law No. 1
Jaime J. Palacios, Judge, County Court at Law No. 2
Homero Garza, Judge, Probate Court
Fred S. Garza, Judge, County Court at Law No. 4
Arnoldo Cantu Jr., Judge, County Court at Law No. 5
Albert Garcia, Judge, County Court at Law No. 6
Sergio Valdez, Judge, County Court at Law No. 7
Omar Maldonado, Judge, County Court at Law No. 8

Other Principal Officials

Raymundo Eufracio, County Auditor
Arturo Guajardo, Jr., County Clerk
J.E. "Eddie" Guerra, County Sheriff
Norma G. Garcia, County Treasurer
Ricardo R. Rodriguez, District Attorney
Laura Hinojosa, District Clerk
Pablo "Paul" Villarreal Jr., Tax Assessor-Collector
Martha L. Salazar, County Purchasing Agent

Phone numbers and addresses may be retrieved from the County's website located at http://www.co.hidalgo.tx.us/

APPENDIX C

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE FISCAL YEAR _____ FINANCIAL STATEMENTS

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners		$	$	$
Managers				
Supervisory staff				
Staff				
Other (specify):				
Subtotal				$
Total for services described in Section II E of the RFQ (Detail on subsequent pages)				$
Out-of-pocket expenses:				
Meal and lodging				
Transportation				
Other (specifiy):				
TOTAL all-inclusive maximum price for Fiscal Year 2015 audit				$

SAMPLE

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the 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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address: **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Linda Fong, First Assistant County Auditor

From: Yolanda Z. Velasquez
Purchasing Dept., Buyer III

Date: October 07, 2015

RE: **RFP № 2015-328-00-00-YZV Approval of Requirements/Specifications for "Independent Audit Services 2015-2016"**

I have made all the changes/modifications as requested, please review the attached **REQUIREMENTS/SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE.** Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE	☐	DISAPPROVE	☐
APPROVED WITH MODIFICATIONS	☑		

FUNDS AVAILABILITY: Yes ✓ No _____ Other specify _____

BUDGET ACCOUNT#: 6-1100-415-13-125-005-0-335

Linda Fong — Linda Fong — 10-22-15

AUTHORIZED SIGNATURE — PRINTED NAME — DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than Tuesday, October 13, 2015 by 3:00P.M.

RECEIVED
OCT 22 2015
By 1:20pm

AI-52001 **Purchasing Department** **24. B. 1.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Comm. Cuellar, COMM. PCT. #1 **Submitted By:** Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Acceptance and approval of the following Work Authorizations as submitted by Millennium Engineers Group, Inc. - Contract # C-15-319-09-15 for the provision of "Construction Materials Engineering and Testing Services" for:

A) Work Authorization No. 1 - Norene Drive Improvements Project in the amount of $7,742.00 thru assigned & submitted Requisition #286459.

B) Work Authorization No. 2 - Spanish Palms Subdivision Project in the amount of $7,770.25 thru assigned and submitted Requisition #286496.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-121-198-0-721

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

BUDGETARY IMPACT:

Funds available as of 11/2/15.

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-121-194-0-721

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

BUDGETARY IMPACT:

Funds available as of 11/2/15.

Attachments

WA1

WA2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/29/2015 02:39 PM

Budget & Management	Veronica Ortiz	10/29/2015 03:08 PM
Glinda Pacheco	Glinda Pacheco	11/02/2015 10:46 AM
Auditor's Office	Monica Badillo	11/06/2015 05:04 PM

Form Started By: Katia Garcia Started On: 10/27/2015 01:37 PM

Final Approval Date: 11/06/2015

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-15-319-09-15

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Pharr, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Norene Drive Improvements project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $7,742.00
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section 4 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. 5-1345-431-00-121-198-0-721
Requisition Number 286459 **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 1**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY: A C Cuellar Jr

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2015.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

Raul Palma

By: Raul Palma, President

THE OWNER:
HIDALGO COUNTY

By: Ramon Garcia, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
(4) Review all material designs as requested by the OWNER and/or project design engineer.
(5) Furnish the OWNER all necessary reports for construction and maintenance projects.
(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.
(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.
(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering & Testing Services
Norene Drive Improvements Project

☒SOILS SECTION

Task: Flexible Base Sample at Roadway (Per Trip, 1 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	1	210.00	210.00
Vehicle trip charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	-	-	853.75
Sub-Total (per task)	**1**	**853.75**	**853.75**

Task: Flexible Base density testing at Roadway (Per Trip, 4 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Nuclear density test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	-	-	402.75
Sub-Total (per task)	**4**	**402.75**	**1,611.00**

SOILS Section Total **2,464.75**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 4 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	52.00	208.00
Nuclear Density Test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	-	-	493.25
Sub-Total (per task)	**4**	**493.25**	**1,973.00**

Task: HMAC Pavement Laboratory Testing (Per Sample, 3 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
HVEEM Stability (each test)	1	105.00	105.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	-	-	480.00
Sub-Total (per task)	**3**	**480.00**	**1,440.00**

Task: HMAC Pavement Field Coring (Per Trip, 1 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	14	52.00	728.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	8	60.00	480.00
Asphalt Core Density (each)	8	40.00	320.00
Vehicle trips (each)	2	40.00	80.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	-	-	1,864.25
Sub-Total (per task)	1	1,864.25	1,864.25

HMAC Pavement Section Total **5,277.25**

Total Estimated Cost **$7,742.00**

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-15-319-09-15

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Pharr, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Spanish Palms Subdivision project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $**7,770.25**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section 4 of the Agreement.

PART 4. FUNDING

This Work Authorization No. **2** shall be funded through funding source:
Account No. 5-1345-431-00-121-194-0-721
Requisition Number 286496 **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 2**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2015.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Raul Palma, President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A

-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, "ON A AS NEEDED BASIS" and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Engineering & Testing Services
Spanish Palms Subdivision Project

☒SOILS SECTION

Task: Flexible Base Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	-	210.00	-
Vehicle trip charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	643.75
Sub-Total (per task)	**2**	**643.75**	**1,287.50**

Task: Flexible Base density testing at Roadway (Per Trip, 5 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	47.00	117.50
Nuclear density test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	402.75
Sub-Total (per task)	**5**	**402.75**	**2,013.75**

SOILS Section Total **3,301.25**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 3 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	52.00	208.00
Nuclear Density Test (each)	3	28.00	84.00
Vehicle trip charge (each)	1	40.00	40.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	493.25
Sub-Total (per task)	**3**	**493.25**	**1,479.75**

Task: HMAC Pavement Laboratory Testing (Per Sample, 3 samples estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00
Sub-Total (per task)	**3**	**375.00**	**1,125.00**

Task: HMAC Pavement Field Coring (Per Trip, 1 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	14	52.00	728.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	8	60.00	480.00
Asphalt Core Density (each)	8	40.00	320.00
Vehicle trips (each)	2	40.00	80.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	125.00	62.50
Project Management (hourly)	0.25	75.00	18.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,864.25
Sub-Total (per task)	**1**	**1,864.25**	**1,864.25**

HMAC Pavement Section Total **4,469.00**

Total Estimated Cost **$7,770.25**

AI-52195 **Purchasing Department** **24. C. 1.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;
b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for "Las Milpas Road Project" for Pct 2.

Total Scores	South Texas Infrastructure Group, LLC	B2Z Engineering	Quintanilla Headley & Assoc.
Evaluator 1	95	94	91
RANKING			

c. Authority for the Purchasing Department to negotiate a professional services agreement with the No. 1 ranked firm of _____ for professional engineering services for "Las Milpas Road Project" for Pct 2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-122-XXX-0-721/841

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

BUDGETARY IMPACT:

Attachments

Scoring Grid

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	11/06/2015 05:04 PM

Form Started By: Rocio Villarreal Started On: 11/06/2015 03:15 PM

Final Approval Date: 11/06/2015

HIDALGO COUNTY PRECINCT NO 2

FOR

LAS MILPAS ROAD PROJECT

Scoring & Evaluation GRID

Total Scores	SOUTH TEXAS INFRASTRUCTURE GROUP, LLC	B2Z ENGINEERING	QUINTANILLA HEADLEY & ASSOC.
Evaluator 1	95	94	91
RANKING			

Scoring & Evaluation was completed by Pct No 2

AI-51992 **Purchasing Department** **24. C. 2.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Erika Zamora, COMM. PCT. #2

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: COMM. PCT. #2

Information

CAPTION

Requesting authority to advertise with approval of RFB plans and specifications developed by Raul Sesin, P.E., Hidalgo County Drainage District #1 for: Hidalgo County Precinct No. 2 -"Eldora Road Improvements (from "I" Road to Raul Longoria Road)"-RFB No. 2015-367-12-02-MSS.

BACKGROUND

Proposed Schedule of Events
1. Approval of Plans and Specs with Authority to Advertise by Commissioners' Court 11/10/2015
2. First Advertisement 11/14/2015
3. Start Issuing Plans to Prospective Participants 11/16/2015
4. Second Advertisement 11/21/2015
5. Pre-Bid Conference 11/23/2015 at 3:00 PM
6. Last day for Questions from Vendors 11/24/2015
7. Send Responses 11/30/2015
8. Bid Openings 12/02/2015 at 3:00 PM

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-006-0-540

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

BUDGETARY IMPACT:

Advertisement PO# 721712

Attachments

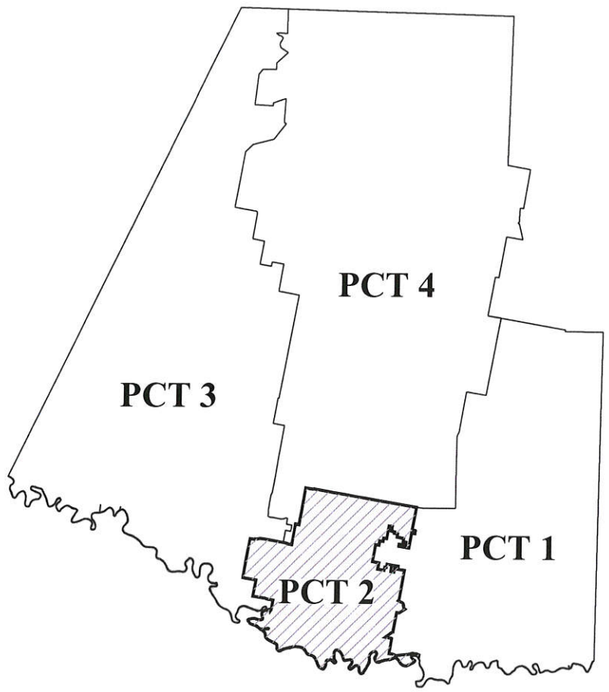
Plans

Spec Book

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/06/2015 01:22 PM
Budget & Management	Veronica Ortiz	11/06/2015 01:34 PM

Manuel Chapa	Manuel Chapa	11/06/2015 02:51 PM
Auditor's Office	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Moises Salazar		Started On: 10/26/2015 02:16 PM
Final Approval Date: 11/06/2015		



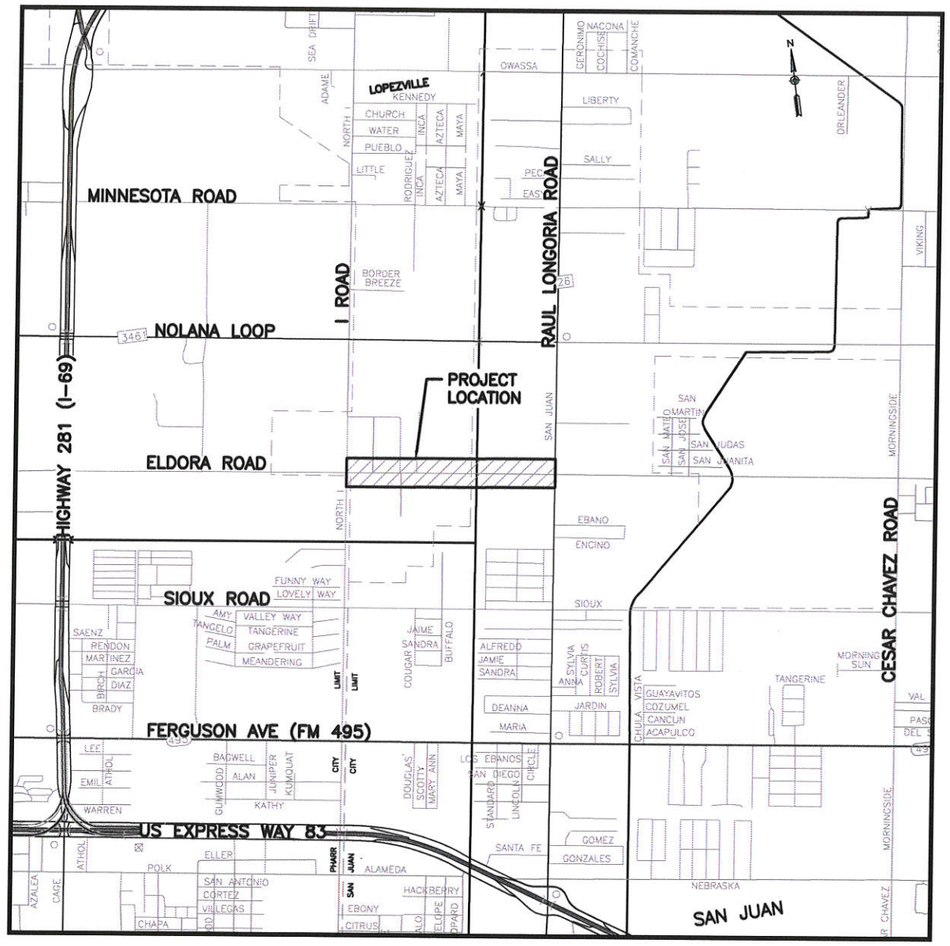
RAMON GARCIA
COUNTY JUDGE

COMMISSIONER A.C. CUELLAR, JR.
PRECINCT No. 1

COMMISSIONER EDUARDO "EDDIE" CANTU
PRECINCT No. 2

COMMISSIONER JOE M. FLORES
PRECINCT No. 3

COMMISSIONER JOSEPH PALACIOS
PRECINCT No. 4



LOCATION MAP - SCALE: 1"=3000'

HIDALGO COUNTY PRECINCT No. 2
ELDORA ROAD IMPROVEMENTS
(FROM "I" ROAD TO RAUL LONGORIA ROAD)

REVISIONS

DATE:	COMMENTS:

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY
PRECINCT No. 2
300 W. HALL ACRES, SUITE G
PHARR, TX. 78577
TEL: (956) 787-1981 ★ FAX: (956) 787-4683
www.co.hidalgo.tx.us

STATE OF TEXAS
JOSE N. SALDIVAR
94076
LICENSED
PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Jose N. Saldivar P.E. No. 94076 on the above designated date.

JOSE N. SALDIVAR-P.E. No. 94076
10/28/15

Drawing: I:\PCT 2\Eldora Road from I RD East to Canal\ELDORA Cover Sheet.dwg) Plotted by: juan.avila
Layout Tab: Cover Sheet Date: 10/21/2015 Time: 03:13:38 PM

ABBREVIATIONS

A	ASPHALT
ADR	ASPHALT DRIVE
APV	ASPHALT PAVEMENT
AVE	AVENUE
BM	BENCHMARK
BOC	BACK OF CURB
CONC.	CONCRETE
CONST.	CONSTRUCT
CL	CENTER LINE
CDR	CONCRETE DRIVE
CPV	CONCRETE PAVEMENT
CA	CALICHE
CADR	CALICHE DRIVE
CARD	CALICHE ROAD
CFN	CHAIN LINK FENCE
CI	CURB INLET
CLV	CULVERT
CP	CONTROL POINT
CPV	CONCRETE PAVEMENT
CR	CENTER OF ROAD
CRB	CURB
CSM	CABLE SPOT MARKING
D	DIRT
DR	DRIVE
DDR	DIRT DRIVE
DT	DITCH
DTB	DITCH BOTTOM
DTBB	DITCH BOTTOM OF BERM
DTE	DITCH EDGE
DTFL	DITCH FLOW LINE
DTT	DITCH TOP
DTTB	DITCH TOP OF BERM
DTTOE	DITCH TOE
EXIST.	EXISTING
ESMT.	EASEMENT
EBX	ELECTRIC BOX
EOCA	EDGE OF CALICHE
EOP	EDGE OF PAVEMENT
EW	EDGE OF WATER
EWL	END WALL
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
FM	FARM-TO-MARKET
FN	FENCE
FOC	FIBER OPTIC CABLE
FOCM	FIBER OPTIC CABLE MARKING
G	GRAVEL
GDR	GRAVEL DRIVE
GL	GAS LINE
GLMKR	GAS LINE MARKER
GLSM	GAS LINE SPOT MARKING
GM	GAS METER
GV	GAS VALVE
GW	GUY WIRE
HCDR	HIDALGO COUNTY DEED RECORDS
HCOR	HIDALGO COUNTY OFFICIAL RECORDS
HCMR	HIDALGO COUNTY MAP RECORDS
HCR	HANDICAP RAMP
HDW	HEADWALL
HWM	HIGH WATER MARK
IR	IRON ROD
IRS	IRON ROD SET
IGV	IRRIGATION GATE VALVE
IGW	IRRIGATION GATEWELL
ISP	IRRIGATION STAND PIPE
INV	INVERT
IV	IRRIGATION VENT
LT	LEFT
LOT	LOT CORNER
MB	MAIL BOX
MH	MANHOLE
MON	MONUMENT
N.T.S	NOT TO SCALE
NAIL	NAIL
NAWSC	NORTH ALAMO WATER SUPPLY CORPORATION
NG	NATURAL GROUND
OHE	OVERHEAD ELECTRIC LINE
PFL	PIPE FLOW LINE
PGL	PROPOSED GRADE LINE
PL	PROPERTY LINE
PP	POWER POLE
PROP	PROPOSED
PV	PAVEMENT
PVC	PVC PIPE
RT	RIGHT
RCP	REINFORCED CONCRETE PIPE
RIP	RIP-RAP
RD	ROAD
RM	REFERENCE MARKER
ROW	RIGHT-OF-WAY
RR	RAIL ROAD
RSD	ROAD SIDE DITCH
RW	RETAINING WALL
SBOT	SWALE BOTTOM
SDL	STORM DRAIN LINE
SEP	SEPTIC TANK COVER
SET	SAFETY-END TREATMENT
SP	SERVICE POLE
SPOL	SIGNAL POLE TRAFFIC
STOP	SWALE TOP
STA	STATION
SW	SIDEWALK
TELBX	TELEPHONE BOX
TBX	TRAFFIC CONTROL BOX
TMKR	TELEPHONE MARKER
TOA	TOP OF ASPHALT
TOC	TOP OF CURB
TOW	TOP OF WATER
TR	TREE
TRNS	TRANSFORMER
TSL	TRAFFIC SIGNAL LIGHT
TSM	TELEPHONE LINE SPOT MARKING
VA	VALVE
WB	WATER BIBB
WDFN	WOODEN FENCE
WFN	WIRE FENCE
WL	WATER LINE
WLSM	WATER LINE SPOT MARKING
WM	WATER METER
WP	WOODEN POST
WV	WATER VALVE
WWSM	WASTE WATER LINE SPOT MARKING
YD	YARD DRAIN

SYMBOLS

- Iron Pipe
- Iron Rod
- Tree
- Sign
- HL&P Tower
- Mhel (Manhole electric)
- Power pole
- Pptrn (Power Pole w/transformer)
- Guy (Down guy)
- Gas meter (Gm)
- Gv (Gas valve)
- Mhsn (Sanitary sewer manhole)
- Snco (Clean out)
- Culv (Culvert pipe)
- Grinl (Grate inlet)
- Mhst (Storm sewer manhole)
- Sgnstp (Stop sign)
- Trjb (Traffic junction box)
- Trlpl (Traffic light pole)
- Fh (Fire hydrant)
- Wm (Water meter)
- Wv (Water valve)
- Shrub
- Acap (Aluminum cap)
- Bdisk (Brass disk)
- Fnd IP (Iron Pipe found)
- Fnd IR (Iron Rod found)
- Nail
- Bm (Benchmark)
- Rowmkr (R.O.W. marker)
- Irr Box
- Irr standpipe
- Irr gate valve
- Grdpst (Guardrail post)
- Mailbox
- Stsgn (Street sign)
- Palm
- Catvbox (Cable Tv box)
- Ebox (Electrical box)
- Eltrn (Electrical transformer)
- Emkr (Electrical marker)
- Lp (Light Pole)
- Pplt (Power pole w/light)
- Pipe
- Gasreg (Gas regulator)
- Mhgs (Mahole Gas)
- Pipvnt (Pipe vent/stand pipe)
- Wvmkr (Water valve marker)
- Crbinl (Curb Inlet)
- Trlt (Traffic light)
- Trsgn (Traffic sign)
- Tsbox (Traffic signal box)
- Tsigpl (Traffic signal pole)
- Mhfel (Manhole telephone)
- Pbox (Telephone pedestal)
- Phmkr (Telephone marker)
- Tlbox (Telephone box)
- Tljnc (Telephone junction box)
- Tlpol (Telephone pole)
- Spkhd (Sprinkler head)
- Wtrwell (Water well)
- Water Bibb
- Cps (Cotton Picker Spindle)

LEGEND

- WATER PIPE
- SANITARY SEWER PIPE
- STORM DRAIN PIPE
- IRRIGATION PIPE
- TELEPHONE LINE
- FIBER OPTIC CABLE
- GAS LINE
- OVERHEAD ELECTRICAL LINE
- WOOD FENCE
- HOG-WIRE FENCE
- CHAINLINK FENCE
- RIGHT-OF-WAY LINE

NOTE:
THE (HORIZONTAL AND/OR VERTICAL LOCATION OF EXISTING UNDERGROUND UTILITIES AS ILLUSTRATED ON THESE PLANS IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION IN THE AREA OF SAID UTILITIES. CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION/EXCAVATING IN THE AREA OF EXISTING UTILITIES

UTILITY COMPANY:	CONTACT PERSON:	PHONE:
DIG-TESS		800-DIG-TESS
A.E.P.	Carmen Morales	956-283-2369
MAGIC VALLEY	Bryan Acosta	956-289-4040
TIME WARNER COMMUNICATION	Rick Pupek	956-412-5458
ATT SWBT	Lucy Salinas	956-630-8261
HIDALGO COUNTY DRAINAGE DISTRICT #1	Noe Saldivar	956-292-7080
NORTH ALAMO WATER SUPPLY CORPORATION	Lucy Leal	956-383-1619
HIDALGO COUNTY IRRIGATION DISTRICT #2	Bert Wessling	956-787-1422
TEXAS GAS SERVICE	Mike Martinez	956-444-3926
SPECTA ENERGY (TEXAS EASTERN CORP.)	Freddy Pattalan	956-607-6255
TXDOT		956-702-6101
CITY OF SAN JUAN	Ramiro Ramirez	956-223-2200

QUANTITY ABBREVIATIONS

AC	ACRE
CF	CUBIC FEET
CY	CUBIC YARD(S)
EA	EACH
LF	LINEAR FEET
LS	LUMP SUM
SF	SQUARE FEET
SY	SQUARE YARD(S)

HIDALGO COUNTY PRECINCT No. 2
300 W. HALL ACRES, SUITE G
PHARR, TX 78577
TEL: (956) 787-1981 ★ FAX: (956) 787-4683
www.co.hidalgo.tx.us

COMMISSIONER
EDUARDO "EDDIE" CANTU
HIDALGO COUNTY PCT 2
DRAINAGE IMPROVEMENT PROJECTS

ELDORA ROAD IMPROVEMENTS

SYMBOLS, LEGENDS & ABBREVIATIONS

STATE OF TEXAS
JOSE N. SALDIVAR
94076
LICENSED PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Jose N. Saldivar P.E. No. 94076 on the above designated date.

10/28/15

JOSE N. SALDIVAR-P.E. No. 94076

SCALE: N.T.S.
DRAWN BY:
CHECKED BY: R.S./N.S.
TOPO BY: EDGAR I.
SHEET: G01-03

Drawing: L:\PCT 2\Eldora Road from I RD East to Canal\ELDORA Symbols and legend.dwg)
Layout Tab: General_Notes Date: 10/21/2015 Time: 03:15:36 PM

INDEX

NO.	DESCRIPTION

GENERAL

G01-01	COVER SHEET
G01-02	INDEX OF SHEETS
G01-03	SYMBOLS, LEGENDS, & ABBREVIATIONS
G01-04	GENERAL NOTES
G01-05	GENERAL NOTES (CONT.)

EXISTING ROAD CROSS SECTIONS

C01-01	EXISTING CONDITION
C01-02	EXISTING CONDITION
C01-03	EXISTING CONDITION

PROPOSED ROAD CROSS SECTION

C02-01	PROPOSED ROAD CROSS SECTION
C02-02	PROPOSED ROAD CROSS SECTION
C02-03	PROPOSED ROAD CROSS SECTION

SIOUX ROAD PLAN AND PROFILE SHEETS

C03-01	PLAN AND PROFILE (STA. 0+00.00 TO STA. 6+00.00)
C03-02	PLAN AND PROFILE (STA. 6+00.00 TO STA. 12+00.00)
C03-03	PLAN AND PROFILE (STA. 12+00.00 TO STA. 18+00.00)
C03-04	PLAN AND PROFILE (STA. 18+00.00 TO STA. 24+00.00)
C03-05	PLAN AND PROFILE (STA. 24+00.00 TO STA. 30+00.00)
C03-06	PLAN AND PROFILE (STA. 30+00.00 TO STA. 36+00.00)
C03-07	PLAN AND PROFILE (STA. 36+00.00 TO STA. 42+00.00)

SIOUX EROSION CONTROL SHEETS

C04-01	EROSION CONTROL PLAN

TXDOT STANDARD DETAILS

1. TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES EC(1)-09
2. TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES EC(3)-93
3. INLET TY "CC" DETAIL
4. DRIVEWAY DETAILS PRIVATE (RESIDENTIAL-COMMERCIAL)
5. DRIVEWAY PROFILE DETAILS
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HIDALGO COUNTY
PRECINCT No. 2
300 W. HALL ACRES, SUITE G
PHARR, TX 78577
TEL: (956) 787-1981 ★ FAX: (956) 787-4683
www.co.hidalgo.tx.us

COMMISSIONER
EDUARDO "EDDIE" CANTU
HIDALGO COUNTY PCT 2
DRAINAGE IMPROVEMENT
PROJECTS

ELDORA ROAD IMPROVEMENT

SHEET LISTING INDEX

STATE OF TEXAS
JOSE N. SALDIVAR
94076
LICENSED
PROFESSIONAL ENGINEER

10/29/15

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JOSE N. SALDIVAR-P.E. No. 94076

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GENERAL NOTES:

1. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE HIDALGO COUNTY PRECINCT No. 2 AND THE CITY OF SAN JUAN.
2. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT RICHARD GARCIA WITH NORTH ALAMO WATER SUPPLY CORP. 48 HOURS PRIOR TO COMMENCEMENT OF WORK @ (956) 383-1618 TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT MR. RAMIRO RAMIREZ WITH THE CITY OF SAN JUAN 48 HOURS PRIOR TO COMMENCEMENT OF WORK @ (956) 223-2200 TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT TxDOT 48 HOURS PRIOR TO COMMENCEMENT OF WORK @ (956) 702-6101 FOR THE SPOTTING OF TRAFFIC SIGNAL LOOP DETECTORS AND TO MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL DIG-TESS 48 HOURS PRIOR TO COMMENCEMENT OF WORK FOR UTILITY SPOTTING @ (1-800-DIG-TESS).
6. THE CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF LOCATION OF EXISTING FACILITIES PRIOR TO BEGINNING ANY EXCAVATION.
7. LOCATIONS OF UNDERGROUND FACILITIES ARE FROM BEST INFORMATION AVAILABLE. NEITHER THE OWNER OR ENGINEER, WARRANT THE ACCURACY OF THE INFORMATION PROVIDED. ANY DEVIATIONS SHALL BE CALLED TO THE ENGINEER'S ATTENTION IMMEDIATELY.
8. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE CORRESPONDING UTILITY CORPORATION IN REGARDS TO THE RELOCATION/ADJUSTION OF ANY CONFLICTING UTILITIES. THE RELOCATION/ADJUSTMENT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
9. THE CONTRACTOR SHALL REMOVE ALL FENCES LOCATED WITHIN THE EASEMENTS AND RIGHT OF WAY, INTERFERING WITH CONSTRUCTION OPERATION AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH A NEW FENCE OR UNDAMAGED ORIGINAL FENCING. REMOVAL AND REPLACEMENT OF EXISTING AND TEMPORARY FENCES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
10. ANY DAMAGES TO FENCES, WALKS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
11. THE CONTRACTOR SHALL AT ALL TIME PROVIDE ACCESS TO EXISTING RESIDENCES.
12. THE CONTRACTOR IS TO MAINTAIN ALL EQUIPMENT AND TRANSPORTATION OF SAID EQUIPMENT WITHIN THE EXISTING RIGHT-OF-WAYS OF THE CITY, COUNTY OR STATE.
13. NO OPEN EXCAVATION SHALL BE LEFT OPEN OVERNIGHT. ALL EXCAVATIONS WHICH CANNOT BE BACKFILLED OVERNIGHT SHALL BE COVERED, AS A MINIMUM, WITH STEEL PLATING WHEN IN PAVED AND UNPAVED AREAS SUBJECT TO VEHICULAR LOADING; ¾ PLYWOOD, WOOD PLANKING WITH O.S.H.A. ORANGE PLASTIC EXPANDED MESH BARRIER AROUND PERIMETER IN UNPAVED AREAS NOT SUBJECT TO VEHICULAR LOADING, OR AS APPROVED BY THE ENGINEER.
14. THE PREPARATION OF THESE PLANS REFLECTS INFORMATION, PROVIDED BY OTHERS, ON THE APPROXIMATE LOCATION AND EXISTENCE OF EXISTING UTILITY AND ADJACENT PHYSICAL FEATURES. HOWEVER, THEY DO NOT IMPLY OR AFFIRM THAT ALL UTILITIES OR PHYSICAL FEATURES ARE SHOWN. GENERALLY, UTILITY SERVICE CONNECTIONS ARE NOT INDICATED ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR NOTIFICATIONS OF THE OWNER IMMEDIATELY UPON ENCOUNTERING UNFORESEEN CONFLICTS.
15. THE APPROXIMATE LOCATIONS OF KNOWN EXISTING UTILITIES ARE SHOWN, CONTRACTOR SHALL DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD PRIOR TO COMMENCING WORK. CONTRACTOR TO BE FULLY RESPONSIBLE FOR DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE EXISTING UTILITIES.
16. PUBLIC AND PRIVATE UTILITY LINES AND CUSTOMER SERVICE LINES MAY EXIST THAT ARE NOT SHOWN ON THE CONSTRUCTION DRAWINGS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE, MAINTAIN AND PROTECT THE INTEGRITY OF THESE LINES. HAND EXCAVATION MAY BE REQUIRED. THE CONTRACTOR SHALL RESTORE RELOCATED OR DIVERTED UTILITY TO ITS ORIGINAL CONDITION AND LOCATION WHEN APPLICABLE UPON COMPLETION OF CONSTRUCTION. SAID RESTORATION SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
17. WHERE NEW WATER LINES AND SEWER LINES ARE INSTALLED WITH A SEPARATION DISTANCE CLOSER THAN NINE FEET (I.E., WATER LINES CROSSING WASTEWATER LINES, WATER LINES PARALLELING WASTEWATER LINES, OR WATER LINES NEXT TO MANHOLES) THE INSTALLATION MUST MEET THE REQUIREMENTS OF 30 TAC 317 (DESIGN OF SEWAGE SYSTEMS) OR 30 TAC 290 (WATER HYGIENE).
18. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER AND SEWER CONNECTIONS TO ALL HOMES AND BUSINESSES IN WORKING ORDER AT ALL TIMES, EXCEPT FOR BRIEF INTERRUPTIONS IN SERVICE FOR CONNECTIONS TO BE REINSTALLED. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES TO SAID SERVICES.
19. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY SURFACE IRREGULARITIES, AS DIRECTED BY THE ENGINEER, CAUSED BY THE CONTRACTOR'S WORKING OPERATIONS.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE DRAINAGE OF EXISTING AND/OR PROPOSED FACILITIES AT ALL TIMES DURING CONSTRUCTION.
21. THE CONTRACTOR SHALL INSURE A 6" MINIMUM COVER FOR DRIVEWAY CULVERTS. THE RELAYING OR REMOVAL OF DRIVEWAY PIPE CULVERTS SHALL BE CONSIDERED SUBSIDIARY TO THE UNIT BID PRICES FOR ROADSIDE DITCH GRADING OF THE PROJECT.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING AREA BETWEEN THE BACK OF CURB/EDGE OF PAVEMENT, ROAD SIDE DITCH AND RIGHT-OF-WAY TO HAVE POSITIVE FLOW TO THE PROPOSED AND/OR EXISTING DRAINAGE SYSTEM. THIS INCLUDES THE ENTIRE LENGTH OF THE ROAD WITHIN THE PROJECT LIMITS. SAID GRADING SHALL SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
23. ROADSIDE DITCHES SHALL BE REGRADED TO PROVIDE POSITIVE FLOW TO THE EXISTING AND PROPOSED DRAINAGE STRUCTURES. REGRADING ALONG THE ROADSIDE DITCH SHALL BE FROM CULVERT TO CULVERT.
24. THE CONTRACTOR SHALL CLEANUP AND RESTORE THE AREA OF OPERATIONS TO A CONDITION AS GOOD AS OR BETTER THAN THAT WHICH EXISTED PRIOR TO INSTALLATION OF ALL ITEMS TO BE CONSTRUCTED.
25. COUNTY WILL PROVIDE CONTROL POINTS (BENCHMARK AND PROPERTY CORNERS) FOR THE WORK TO BE PERFORMED BY THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING, INCLUDING BUT NOT LIMITED TO HORIZONTAL & VERTICAL GRADE CUTS FOR CURB & GUTTER, ROADWAY, STORM DRAIN PIPE, ROADSIDE DITCHES, DRIVEWAY CULVERTS AND DITCH WORK. THE HMAC, BASE AND SUBGRADE SHALL BE GRADED AS PER THE PROPOSED CROSS SLOPE.
26. THE CONTRACTOR SHALL PROVIDE/MAINTAIN ADEQUATE POSITIVE DRAINAGE AT ALL TIMES DURING THE INSTALLATION OF THE STRUCTURES, DRAINAGE, UTILITY, IRRIGATION AND ROAD IMPROVEMENTS. DEWATERING OF THE TRENCH MAY BE REQUIRED DURING THE INSTALLATION OF THE DRAINAGE, UTILITY AND IRRIGATION FACILITIES/STRUCTURES. SAID DEWATERING SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
27. THE EXISTING ROAD SECTION SHALL BE SCARIFIED AND MIXED WITH NEW CALICHE. ONCE IT IS MIXED IT IS TO BE STABILIZED, PREPARED AND GRADED TO ACHIEVE THE PROPOSED BASE AS PER THE PROPOSED ROAD CROSS SECTION. THE PRODUCT OF THE CRUSHED ASPHALT PAVEMENT (MAX 2" PIECES IN SIZE), SALVAGE CALICHE AND NEW CALICHE SHALL BE TREATED WITH TWO AND A HALF (2.5%) PERCENT LIME BY DRY WEIGHT OF SALVAGE MATERIAL. TREATED MATERIAL SHALL BE DISTRIBUTED TO ACHIEVE THE PROPOSED BASE. THE BASE SHALL BE COMPACTED TO 98% STANDARD PROCTOR DENSITY AND SHALL BE GRADED TO THE CROSS-SLOPE AS PER THE PROPOSED ROAD CROSS-SECTION DETAILS. ANY PREPARATION, STABILIZATION, COMPACTION AND GRADING FOR THE DIFFERENCE BETWEEN THE PROPOSED AND EXISTING ROAD SECTIONS SHALL BE SUBSIDIARY TO THE UNIT BID PRICES FOR THE SCARIFICATION AND PREPARATION OF EXISTING ROAD SECTION (SEE CORE REPORT FOR THE THICKNESS OF THE EXISTING PAVEMENT SECTION).
28. FLEXIBLE BASE AGGREGATE SHALL MEET THE REQUIREMENTS IN THE TABLE BELOW. NEW CALICHE MATERIAL SHALL BE TREATED WITH 0.5% LIME BY DRY WEIGHT OF MATERIAL IF THE PLASTICITY INDEX OF SAID MATERIAL IS GREATER THAN 12.

TYPE E (CALICHE)		
PROPERTY	TEST METHOD	REQUIREMENT
2-1/2" SIEVE (CUMULATIVE, % RET)	Tex-110-E	0
1-3/4" SIEVE (CUMULATIVE, % RET)	Tex-110-E	0-10
#4 SIEVE (CUMULATIVE, % RET)	Tex-110-E	45-75
#40 SIEVE (CUMULATIVE, % RET)	Tex-110-E	50-85
LIQUID LIMIT, % MAX	Tex-104-E	40
PLASTICITY INDEX, % MAX	Tex-106-E	12
WET BALL MILL, % MAX	Tex-116-E	50
WET BALL MILL, % MAX INCREASE PASSING #40 SIEVE	Tex-116-E	20

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300 W. HALL ACRES, SUITE G
PHARR, TX 78577
TEL: (956) 787-1981 ★ FAX: (956) 787-4683
www.co.hidalgo.tx.us

COMMISSIONER
EDUARDO "EDDIE" CANTU
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DRAINAGE IMPROVEMENT
PROJECTS

ELDORA ROAD IMPROVEMENTS

GENERAL NOTES

STATE OF TEXAS
JOSE N. SALDIVAR
94076
LICENSED
PROFESSIONAL ENGINEER

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GENERAL NOTES (CONT):

29. THE CONTRACTOR SHALL BE RESPONSIBLE TO FOLLOW ALL T.C.E.Q. STORM WATER POLLUTION PREVENTION PLAN (SWP3) REQUIREMENTS AS PER SWP3 SHEETS AND AS STATED IN TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM CONSTRUCTION GENERAL PERMIT (TPDES TXR150000, EFFECTIVE DATE MARCH 5, 2008), INCLUDING N.O.I. SUBMITTAL AND MS4 NOTIFICATION.

30. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION AND SUBMITTAL OF THE TRENCH EXCAVATION PROTECTION PLAN. CONTRACTOR SHALL SUBMIT CONSTRUCTION DETAILS AND DESIGN CALCULATIONS BEARING THE SEAL OF A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS BEFORE CONSTRUCTING THE SHORING AND/OR UTILIZING A TRENCH PROTECTION SYSTEM (BOX). THE ENGINEER RESERVES THE RIGHT TO REJECT DESIGNS NOT MEETING THE REQUIREMENTS OF SECTION ITEM 402 AND 403.

31. ALL DEBRIS, VEGETATION AND SURPLUS MATERIAL, EXCEPT ROADWAY SECTION, RESULTING FROM DEMOLITION AND/OR CLEARING OF THE RIGHT-OF-WAY AND PROJECT LOCATION, IN PREPARATION OF PROPOSED IMPROVEMENTS, ALONG WITH ANY DEBRIS AND/OR VEGETATION REMOVED FROM THE ROADSIDE DITCH AND CURB AND GUTTER, SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE PROPERLY DISPOSED OF AT A SITE ACCEPTABLE TO HIDALGO COUNTY PRECINCT NO 2. THE CONTRACTOR SHALL PROVIDE A LETTER STATING SO. THE SAID CLEARING AND DISPOSAL SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED SO. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS WITHOUT WRITTEN PERMISSION FROM THE AFFECTED PROPERTY OWNER AND THE HIDALGO COUNTY PRECINCT NO 2. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN THE AREAS WITHOUT WRITTEN PERMISSION, HE WILL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND CONTRACTOR SHALL REMOVE THE MATERIAL AT OWN COST.

32. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL EXISTING WATER VALVES AND MANHOLES TO MATCH PROPOSED FINISH GRADE OF ROADWAY. CONCRETE APRONS SHALL BE INSTALLED TO MATCH TOPS WITH PAVEMENT GRADE. THIS WORK SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED OTHERWISE.

33. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT/RELOCATION OF ALL REGULATORY SIGNS REMOVED DUE TO CONSTRUCTION OPERATIONS WITH THE SAME SIGN ON FIXED SUPPORT(S) IMMEDIATELY UPON ITS REMOVAL. APPROVAL BY THE ENGINEER IS NECESSARY BEFORE REMOVING ANY REGULATORY ROADWAY SIGN(S). FLAGGERS ARE REQUIRED TO BE AVAILABLE TO DIRECT TRAFFIC DURING SIGN INTERMEDIATE DOWN TIME. RELOCATION OF ANY DIRECTIONAL SIGN ASSEMBLIES REMOVED DURING CONSTRUCTION OPERATIONS, IMMEDIATELY UPON THEIR REMOVAL, IS REQUIRED. ALL SIGNING, BARRICADING AND TRAFFIC CONTROL SHALL CONFORM TO THE LATEST VERSION OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES". IN NO CASE WILL A SIGN BE REMOVED WITHOUT A REPLACEMENT SIGN AND SUPPORT(S) BEING READILY AVAILABLE AND A LOCATION ESTABLISHED. REMOVAL AND RELOCATION OF THESE SIGNS WILL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED ON THE PROPOSAL.

34. ALL NEW SIGNING SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

35. PAVEMENT SURFACE PREPARATION FOR MARKINGS AND MARKERS WILL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED ON THE PROPOSAL.

36. PERMANENT PAVEMENT MARKINGS FOR THIS PROJECT SHALL BE 0.100 INCHES (100 MIL) THICK THERMOPLASTIC. ANY PERMANENT PAVEMENT MARKINGS OR NON-REMOVAL WORK ZONE PAVEMENT MARKINGS LACKING REFLECTIVITY IN ACCORDANCE WITH TEST METHOD TEX 828-B, WILL NOT BE PAID FOR AS PER COUNTY POLICY. THE ROADWAY WILL BE RE-STRIPED AT NO ADDITIONAL COMPENSATION.

37. THE BEADS USED ON THIS PROJECT SHALL MEET THE REQUIREMENTS OF TxDOT MATERIALS SPECIFICATION DMS-8290, GLASS TRAFFIC BEADS TEXAS TYPE II & III. USE A 50% TYPE II/ 50% TYPE III MIX UTILIZING A DOUBLE DROP SYSTEM WITH TYPE III BEADS DROPPED FIRST.

38. THE CONTRACTOR SHALL COORDINATE AN ONSITE MEETING BETWEEN ALL PARTIES INVOLVED, PRIOR TO COMMENCING ANY STRIPING OPERATION. SAID MEETING WILL BE REQUIRED TO REVIEW ANY REQUIREMENTS AND TO ENSURE QUALITY WORK.

39. THE CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLAN ON ALL STREET AND ROAD CROSSINGS FOR APPROVAL BY HIDALGO COUNTY PRECINCT No. 2 AND PROJECT ENGINEER PRIOR TO COMMENCEMENT OF WORK. ALL CONSTRUCTION OPERATIONS SHALL BE CONDUCTED TO PROVIDE THE LEAST POSSIBLE INTERFERENCE TO TRAFFIC AS PROVIDED FOR IN THE SPECIFICATIONS, TxDOT STANDARDS, TEXAS M.U.T.C.D. AND/OR AS DIRECTED. THE CONTRACTOR SHALL INSTALL THE APPROPRIATE ALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH THE CURRENT EDITION OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

40. THE CONTRACTOR SHALL RELOCATE OR RECONSTRUCT ALL MAIL BOXES TO BE 1' BEHIND BACK OF CURB OR 3' BEHIND EDGE OF PAVEMENT. MAIL BOXES SHALL BE REPLACED TO THE SAME EXISTING CONDITIONS OR BETTER. SAID RELOCATION OF MAIL BOXES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

41. THE CONTRACTOR SHALL EXERCISE DILIGENCE IN THE APPLICATION OF PRIME COAT/ TACK COAT BY THE USE OF FLAGGING AND ROLLING PROCEDURES TO KEEP FROM SPRAYING OR SPLATTERING THE TRAVELING PUBLIC WITH ASPHALT MATERIAL, BLADING MAY ALSO BE NECESSARY TO CLEAN DIRT AND GRASS FROM PAVEMENT EDGES AND TURNOUT AREAS. THE COST OF THIS BLADING WILL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST.

42. AS NOTED ON THE PLAN AND PROFILES, THE ROAD SECTION ALONG THE TRAFFIC SIGNAL INTERSECTIONS MAY HAVE LOOP DETECTORS PRESENT. THESE AREAS ARE TO BE OVERLAID WITH A TACK COAT AND HMAC ONLY; THERE SHALL BE NO SCARIFICATION IN ORDER NOT TO DAMAGE THE LOOP DETECTORS. ANY POT HOLES IN THIS AREA WILL NEED TO BE FILLED AND REPAIRED BEFORE THE OVERLAY. THE POT HOLE REPAIR SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

43. THE CONTRACTOR SHALL INSTALL LOOP DETECTORS TO REPLACE THOSE DAMAGED OR DESTROYED DUE TO CONSTRUCTION OPERATIONS. BEFORE OPERATIONS BEGIN, ALL EXISTING LOOP DETECTOR SHALL BE NOTED AND THEIR CONFIGURATION AND ORIENTATION OBTAINED FOR REPLACEMENT WITH THE SAME SIZE LOOP DETECTORS. IF DAMAGED, THE LOOP DETECTORS SHALL BE REINSTALLED AT NO ADDITIONAL COMPENSATION.

44. ANY DEVIATION OF LOCATION FOR PROPOSED LOOP DETECTOR WORK SHALL BE AS APPROVED BY THE ENGINEER. INSTALL LOOP VEHICLE DETECTORS IN ACCORDANCE WITH TXDOT LOOP DETECTOR STANDARDS. ALL LOOP DETECTORS SHALL BE RECTANGULAR, CONTRACTOR SHALL USE 2/C #14 AWG SHIELDED FOR LOOP LEAD-INS AND #14 AWG FOR LOOP WIRE IN PAVEMENT. SPLICES FOR LOOP WIRE WILL BE PERMITTED ONLY AT GROUND BOXES OR POLE BASE WITH APPROVED WEATHERPROOF SPLICE KITS. A MINIMUM LENGTH OF 2 FEET FOR EACH CABLE SHALL BE LEFT IN EACH GROUND BOX.

45. ALL WIRING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE.

46. IF ALTERNATE BID NO. 1 IS AWARDED THE CONTRACTOR SHALL REMOVE AND REPLACE THE METAL BEAM GUARD FENCE AND GUARDRAIL AS NOTED IN THE PLANS.

47. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL EXISTING INLETS TO THE PROPOSED ELEVATIONS. THIS WORK SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED OTHERWISE.

HIDALGO COUNTY
PRECINCT No. 2
300 W. HALL ACRES, SUITE G
PHARR, TX 78577
TEL: (956) 787-1981 ★ FAX: (956) 787-4683
www.co.hidalgo.tx.us

COMMISSIONER
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GENERAL NOTES (CONT.)

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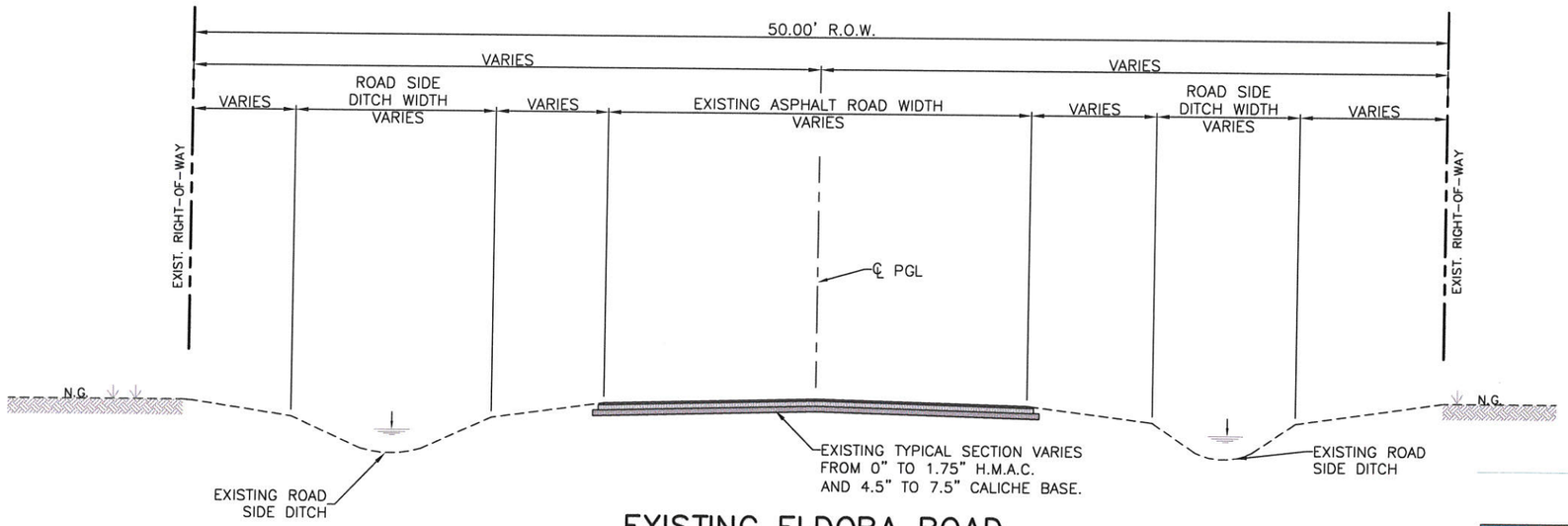
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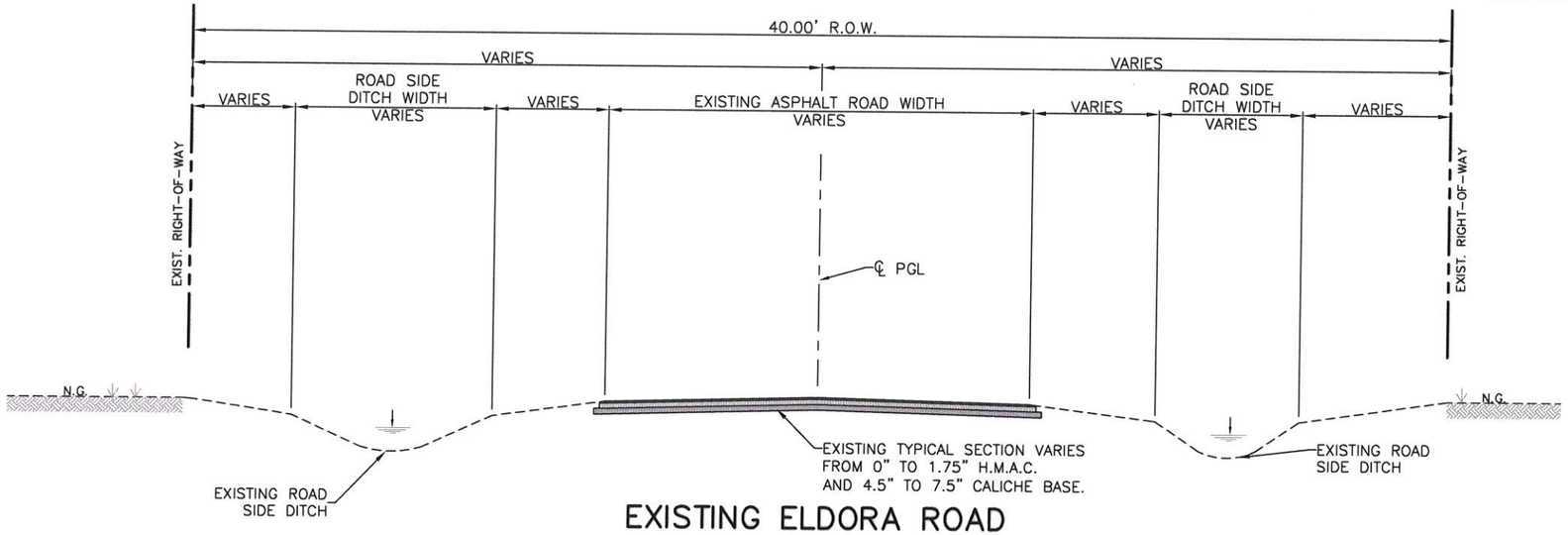
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EXISTING ELDORA ROAD
CROSS SECTION
STA. 0+00 TO STA. 12+02.32
STA. 13+12.32 TO STA. 14+42.32

	Existing Pavement Structure Thickness	
Test Sample	ACP Depth	Flexible Base Depth
P-01	No Asphalt	4.5 inches
P-02	1.25 inches	7.5 inches
P-03	1.5 inches	4.5 inches
P-04	1.75 inches	5.25 inches
P-05	1.5 inches	4.5 inches



EXISTING ELDORA ROAD
CROSS SECTION
STA. 12+02.32 TO STA. 13+12.32
STA. 14+42.32 TO STA. 21+71.24
STA. 22+31.24 TO STA. 28+09.15
STA. 28+85.45 TO STA. 31+46.70
STA. 39+13.42 TO STA. 40+13.63

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PRECINCT No. 2
300 W. HALL ACRES, SUITE G
PHARR, TX 78577
TEL: (956) 787-1981 ★ FAX: (956) 787-4883
www.co.hidalgo.tx.us

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EXISTING ROAD
CROSS SECTIONS
(SHEET 1 OF 3)

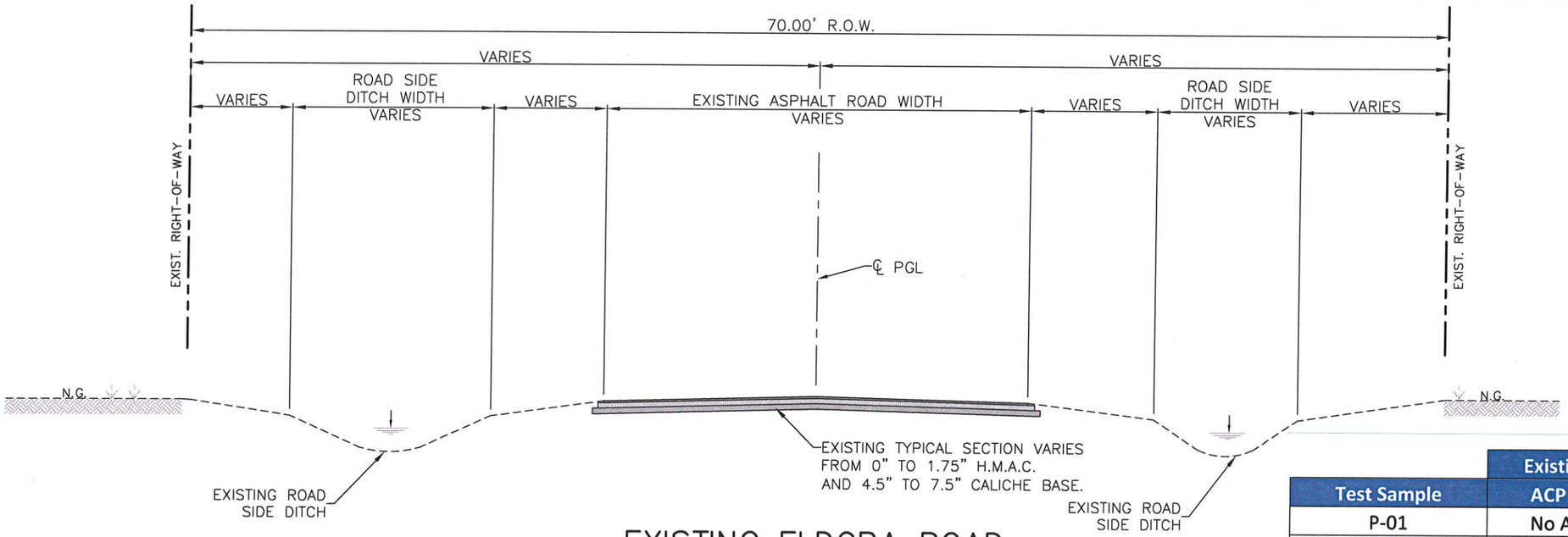
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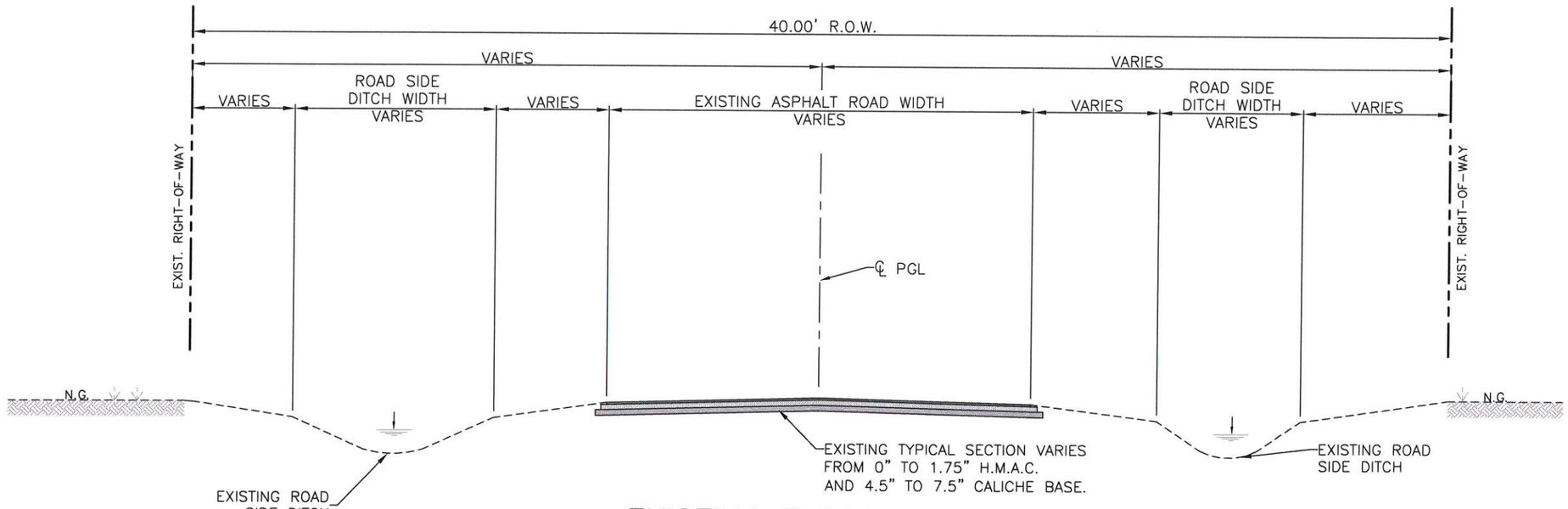
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DRAWN BY:
CHECKED BY: R.S./N.S.
TOPO BY: EDGAR I.
SHEET: C01-01

Drawing: I:\PCT 2\Eldora Road from FM 0 East to Canal\street Cross section.dwg
Layout Tab: Exist Cross Selion Date: 10/21/2015 Time: 03:50:25 PM



EXISTING ELDORA ROAD CROSS SECTION STA. 21+71.24 TO STA. 22+31.24

	Existing Pavement Structure Thickness	
Test Sample	ACP Depth	Flexible Base Depth
P-01	No Asphalt	4.5 inches
P-02	1.25 inches	7.5 inches
P-03	1.5 inches	4.5 inches
P-04	1.75 inches	5.25 inches
P-05	1.5 inches	4.5 inches



EXISTING ELDORA ROAD CROSS SECTION STA. 28+09.15 TO STA. 28+85.45

HIDALGO COUNTY PRECINCT No. 2
300 W. HALL ACRES, SUITE G
PHARR, TX 78577
TEL: (956) 787-1981 ★ FAX: (956) 787-4683
www.co.hidalgo.tx.us

COMMISSIONER
EDUARDO "EDDIE" CANTU
HIDALGO COUNTY PCT 2
DRAINAGE IMPROVEMENT PROJECTS

ELDORA ROAD IMPROVEMENTS

EXISTING ROAD CROSS SECTIONS (SHEET 2 OF 3)

STATE OF TEXAS
JOSE N. SALDIVAR
94076
LICENSED PROFESSIONAL ENGINEER

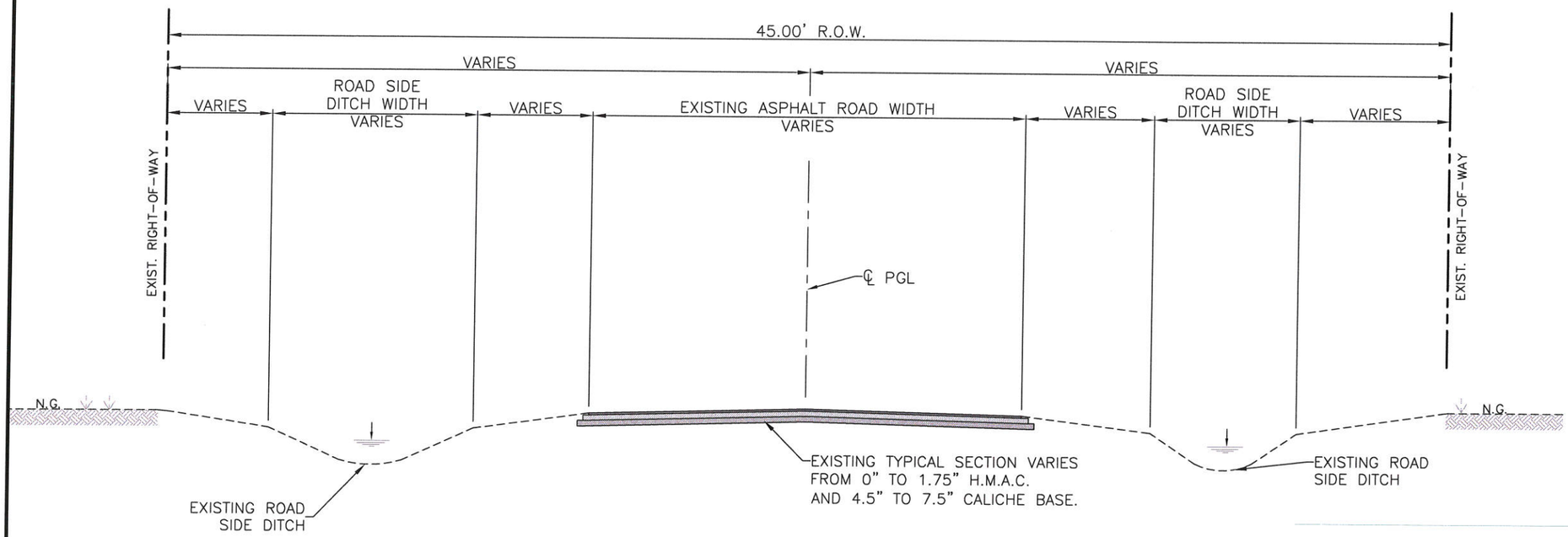
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10/21/15

JOSE N. SALDIVAR-P.E. No. 94076

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TOPO BY: EDGAR I.
SHEET: C01-02

Drawing: I:\PCT 2\Eldora Road from I RD East to Canal\street cross section.dwg)
Layout Tab: Exist Cross Selion (2) Date: 10/21/2015 Time: 03:50:30 PM



EXISTING ELDORA ROAD CROSS SECTION STA. 31+46.70 TO STA. 39+13.42

	Existing Pavement Structure Thickness	
Test Sample	ACP Depth	Flexible Base Depth
P-01	No Asphalt	4.5 inches
P-02	1.25 inches	7.5 inches
P-03	1.5 inches	4.5 inches
P-04	1.75 inches	5.25 inches
P-05	1.5 inches	4.5 inches

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DRAINAGE IMPROVEMENT PROJECTS

ELDORA ROAD IMPROVEMENTS

EXISTING ROAD CROSS SECTIONS (SHEET 3 OF 3)

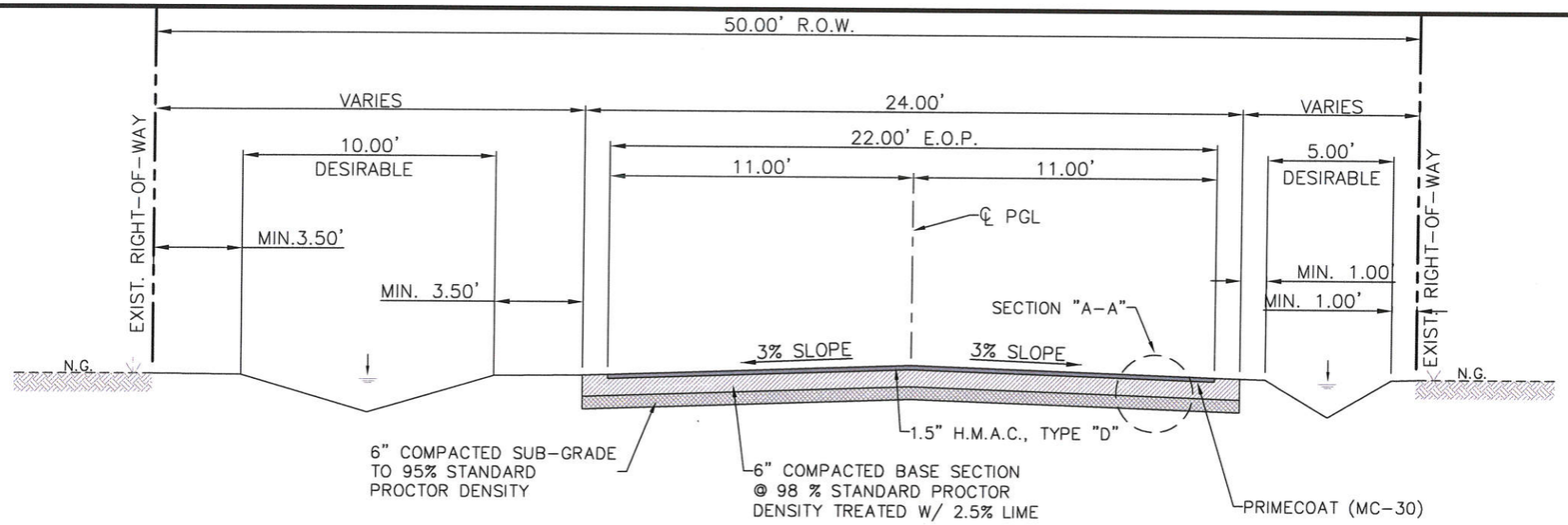
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JOSE N. SALDIVAR
94076
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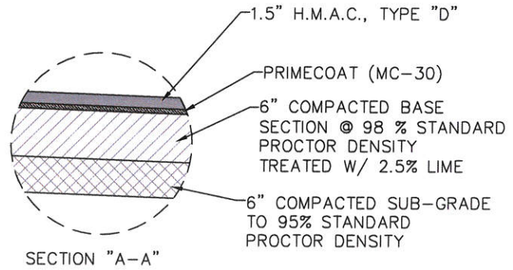
JOSE N. SALDIVAR-P.E. No. 94076

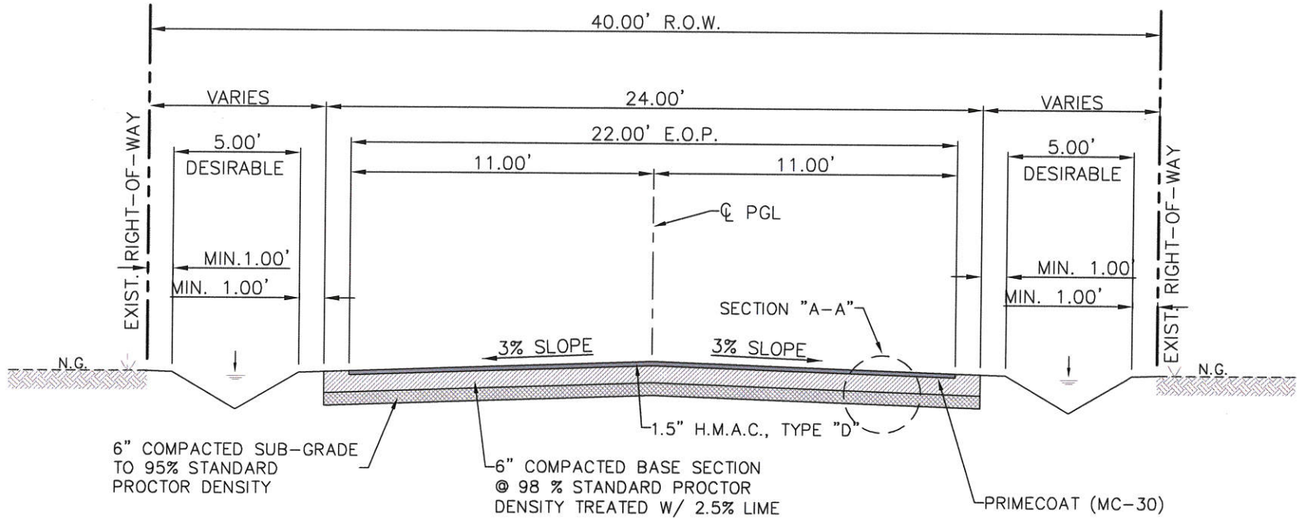
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CHECKED BY: R.S./N.S.
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SHEET: C01-03

Drawing: L:\PCT 2\Eldora Road from I RD East to Canal\street cross section.dwg)
Layout Tab: Exist Cross Section (3) Date: 10/21/2015 Time: 03:50:35 PM



PROPOSED ELDORA ROAD
CROSS SECTION
STA. 0+00 TO STA. 12+02.32
STA. 13+12.32 TO STA. 14+42.32





PROPOSED ELDORA ROAD
CROSS SECTION
STA. 12+02.32 TO STA. 13+12.32
STA. 14+42.32 TO STA. 21+71.24
STA. 22+31.24 TO STA. 28+09.15
STA. 28+85.45 TO STA. 31+46.70
STA. 39+13.42 TO STA. 40+13.63

HIDALGO COUNTY
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ELDORA ROAD IMPROVEMENTS

PROPOSED ROAD
CROSS SECTIONS
(SHEET 1 OF 3)

STATE OF TEXAS
JOSE N. SALDIVAR
94076
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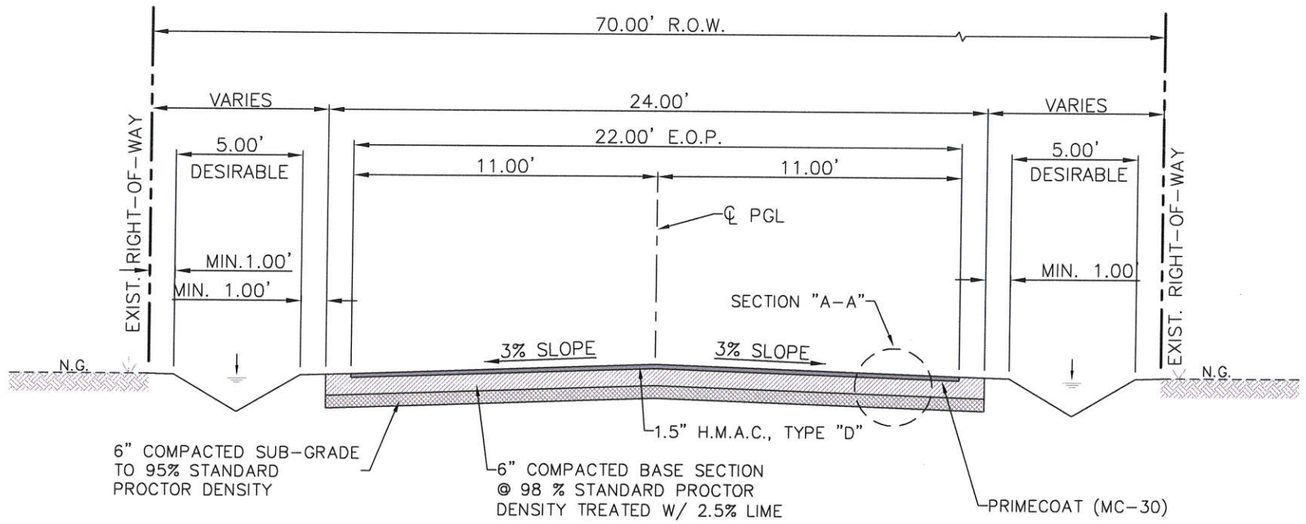
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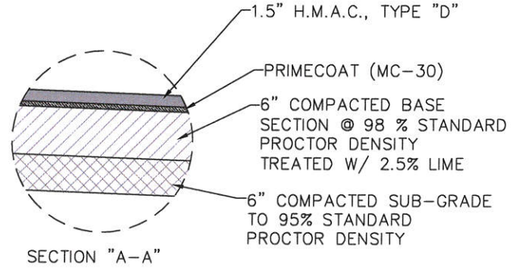
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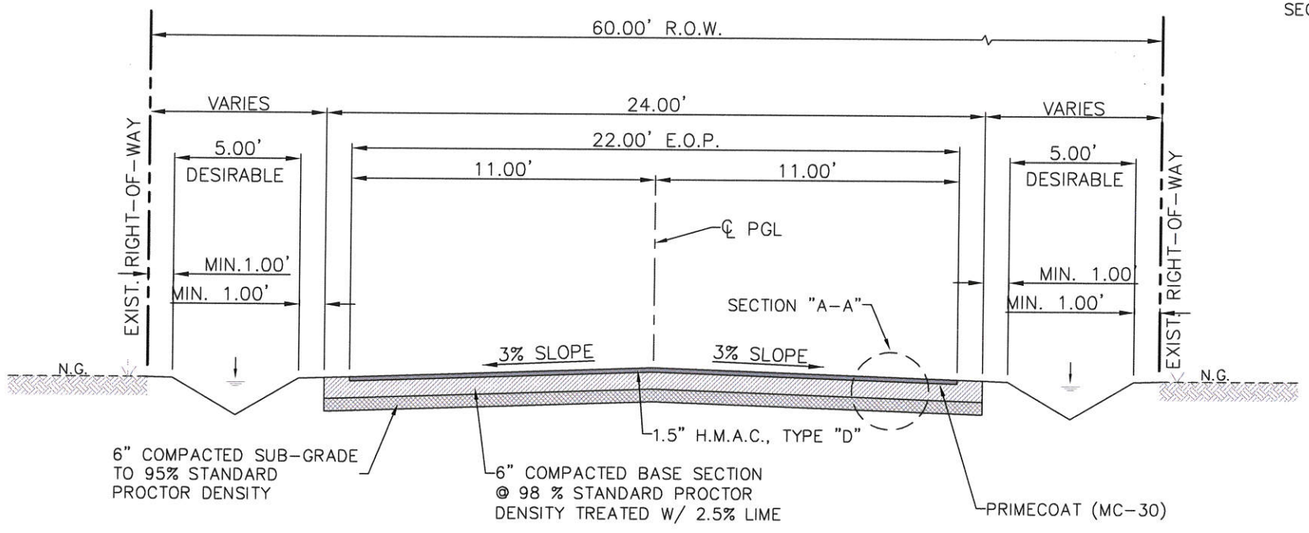
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CHECKED BY: R.S./N.S.
TOPO BY: EDGAR I.
SHEET: C02-01

Drawing: I:\PCT 2\Eldora Road from 1 RD East to Canal\street cross section.dwg)
Layout Tab: CROSS SECTIONS Date: 10/27/2015 Time: 01:32:14 PM



PROPOSED ELDORA ROAD
CROSS SECTION
STA. 21+71.24 TO STA. 22+31.24





PROPOSED ELDORA ROAD
CROSS SECTION
STA. 28+09.15 TO STA. 28+85.45

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ELDORA ROAD IMPROVEMENTS

PROPOSED ROAD
CROSS SECTIONS
(SHEET 2 OF 3)

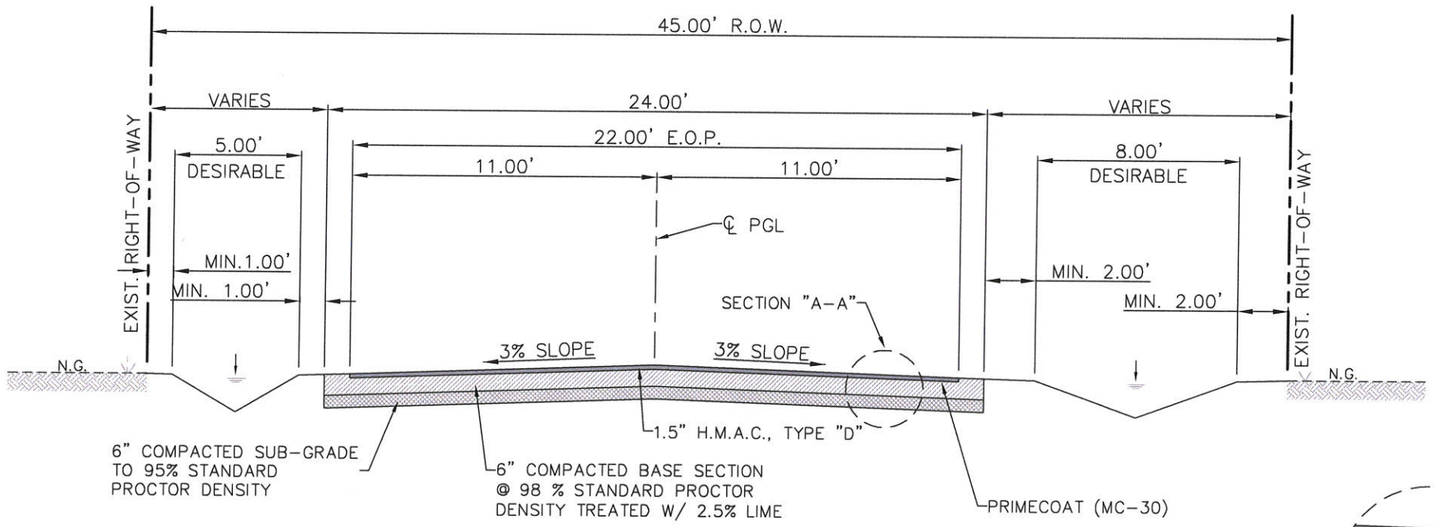
STATE OF TEXAS
JOSE N. SALDIVAR
94076
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PROFESSIONAL ENGINEER
10/28/15

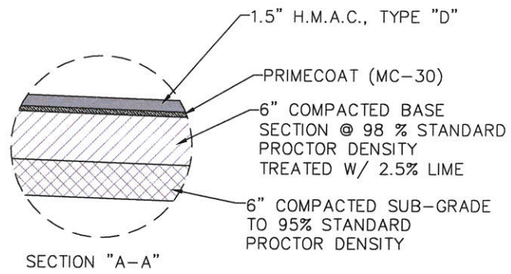
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TOPO BY: EDGAR I.
SHEET: C02-02

Drawing: I:\PCT 2\Eldora Road from 1 RD East to Canal\street cross section.dwg
Layout Tab: CROSS SECTIONS (2) Date: 10/27/2015 Time: 01:32:19 PM





PROPOSED ELDORA ROAD
CROSS SECTION
STA. 31+46.70 TO STA. 39+13.42

HIDALGO COUNTY
PRECINCT No. 2
300 W. HALL ACRES, SUITE G
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PROJECTS

ELDORA ROAD IMPROVEMENTS

PROPOSED ROAD
CROSS SECTIONS
(SHEET 3 OF 3)

STATE OF TEXAS
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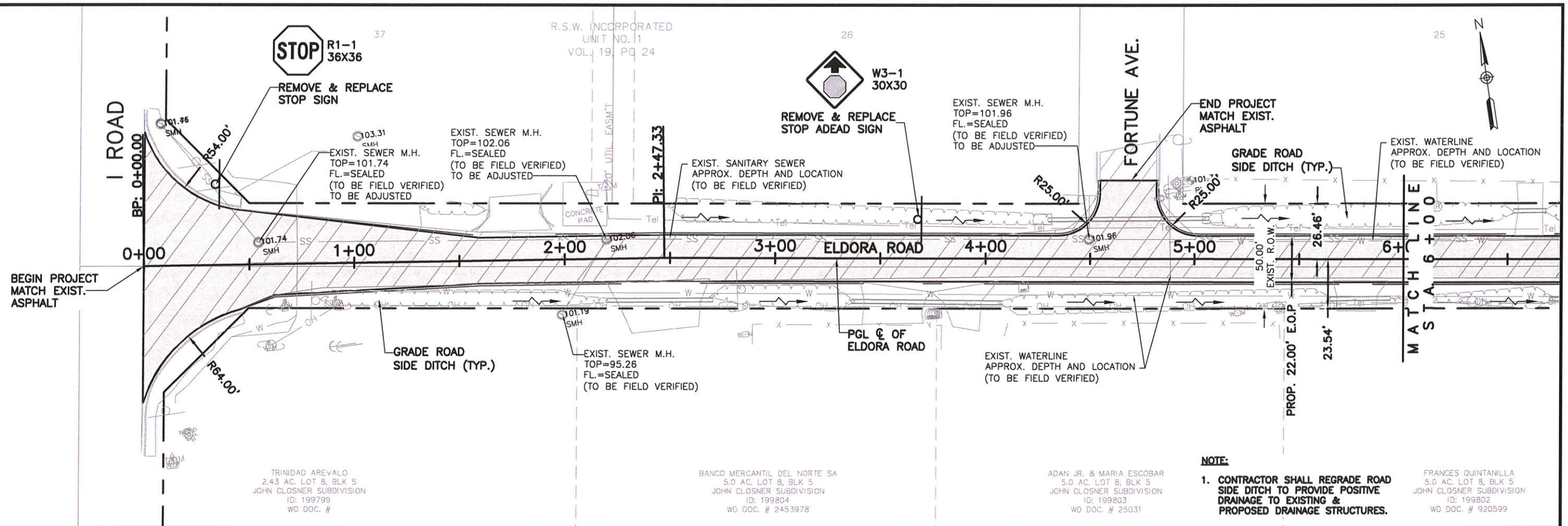
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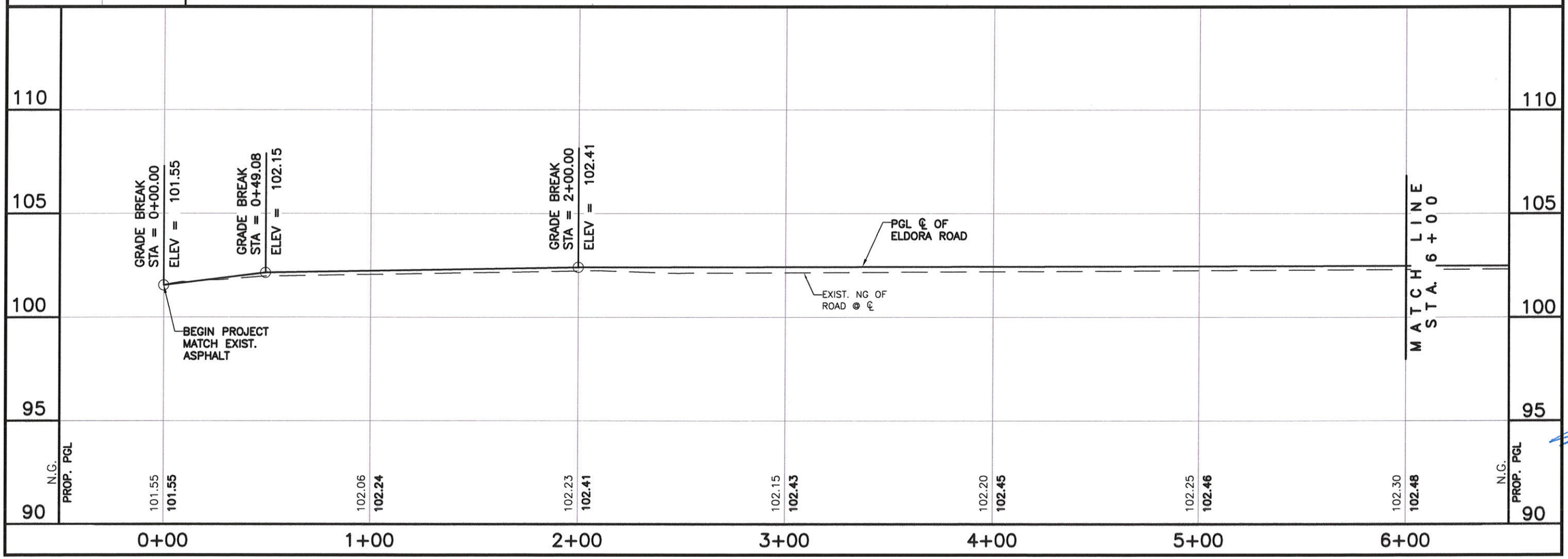
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DRAWN BY:
CHECKED BY: R.S./N.S.
TOPO BY: EDGAR I.
SHEET: C02-03

Drawing: L:\PCT 2\Eldora Road from I RD East to Canal\street cross section.dwg)
Layout Tab: CROSS SECTIONS (3) Date: 10/27/2015 Time: 01:32:24 PM



NOTE:

1. **CONTRACTOR SHALL REGRADE ROAD SIDE DITCH TO PROVIDE POSITIVE DRAINAGE TO EXISTING & PROPOSED DRAINAGE STRUCTURES.**



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COMMISSIONER
EDUARDO "EDDIE" CANTU
HIDALGO COUNTY PCT 2
IMPROVEMENT PROJECTS

ELDORA ROAD IMPROVEMENTS

PLAN AND PROFILE
STA. 0+00 - STA. 6+00

JOSE N. SALDIVAR 94076 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS

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JOSE N. SALDIVAR-P.E. No. 94076

SCALE:	H.1"=50' / V.1"=5'
DRAWN BY:	
CHECKED BY:	R.S / N.S
TOPO BY:	EDGAR I.
SHEET:	C03-01

Drawing: J:\PCT 2\Eldora Road from I. RD. East to Canal\P&P 0+00- 6+00.dwg
Layout Tab: Layout1 Date: 10/29/2015 Time: 10:02:47 AM

EXIST. SANITARY SEWER
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)

REGRADE ROAD
SIDE DITCH (TYP.)

EXIST. SEWER M.H.
TOP=102.13
FL.=SEALED
(TO BE FIELD VERIFIED)
TO BE ADJUSTED

EXIST. WATERLINE
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)

POWER POLE TO
BE RELOCATED
BY POWER
COMPANY

END PROJECT
MATCH EXIST.
ASPHALT

LUCKY DR.

EXIST. SEWER M.H.
TOP=101.67
FL.=SEALED
(TO BE FIELD VERIFIED)
TO BE ADJUSTED

R20.00'

A20.00'

MATCH LINE
STA. 6+00

MATCH LINE
STA. 12+00

26.57'
50.00'
EXIST. R.O.W.
23.43'
PROP. 22.00' E.O.P.

27.57'
50.00'
EXIST. R.O.W.
22.43'
PROP. 22.00' E.O.P.

REGRADE ROAD
SIDE DITCH (TYP.)

PGL ℄ OF
ELDORA ROAD

CAUTION:
OVERHEAD
POWER LINES

CAUTION:
OVERHEAD
POWER LINES

EXIST. WATERLINE
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)

EXIST. IRRIGATION LINE
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)

INSTALL 40 L.F.
OF 18" HPP
WITH 2 S.E.T.

NOTE:

1. CONTRACTOR SHALL REGRADE ROAD SIDE DITCH TO PROVIDE POSITIVE DRAINAGE TO EXISTING & PROPOSED DRAINAGE STRUCTURES.

GARCIA'S PLACE
SUBDIVISION
VOL. 26, PG 134B

FRANCES QUINTANILLA
5.0 AC. LOT 8, BLK 5
JOHN CLOSNER SUBDIVISION
ID: 199802
WD DOC. # 920599

JOSE & NICOLASA CHAVEZ
5.0 AC. LOT 8, BLK 5
JOHN CLOSNER SUBDIVISION
ID: 527040
WD DOC. # 1535540

PORFIRIO & MARIA LOPEZ
0.5 AC. LOT 8, BLK 5
JOHN CLOSNER SUBDIVISION
ID: 199809
WD VOL.2863, PG 210

VALLEY DESTINY CHURCH
5.0 AC. LOT 8, BLK 5 &
LOT 8, BLK 17
JOHN CLOSNER SUBDIVISION
ID: 215266
WD DOC. # 2471237

ANGELICA GUZMAN
1.0 AC. LOT 8, BLK 6
JOHN CLOSNER SUBDIVISION
ID: 199924
WD VOL. 2728, PG. 633

RAUL & SYLVIA CAVAZ
0.52 AC. LOT 7, BLK 6
JOHN CLOSNER SUBDIVISION
ID: 199920
WD DOC. # 1315818

10' UTIL. EASM'T
15' UTIL. EASM'T
30' DRAINAGE EASM'T

110
105
100
95
90
N.G.
PROP. PGL

102.30 **102.48**
102.31 **102.50**
102.24 **102.49**
102.16 **102.48**
102.05 **102.47**
102.10 **102.46**
102.15 **102.45**

GRADE BREAK
STA = 7+00.00
ELEV = 102.50

PGL ℄ OF
ELDORA ROAD

EXIST. NG OF
ROAD @ ℄

EXIST. IRRIGATION LINE
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)

6+00 7+00 8+00 9+00 10+00 11+00 12+00

HIDALGO COUNTY
PRECINCT No. 2

300 W. HALL ACRES, SUITE G
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www.co.hidalgo.tx.us

COMMISSIONER
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HIDALGO COUNTY PCT 2
IMPROVEMENT PROJECTS

ELDORA ROAD IMPROVEMENTS

PLAN AND PROFILE
STA. 6+00 - STA. 12+00

STATE OF TEXAS
JOSE N. SALDIVAR
94076
LICENSED
PROFESSIONAL ENGINEER
10/28/15

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JOSE N. SALDIVAR-P.E. No. 94076

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DRAWN BY:
CHECKED BY: R.S / N.S
TOPO BY: EDGAR I.
SHEET: C03-02

Drawing: I:\PCT 2\Eldora Road from 1 RD East to Cond\P&P 6+00- 12+00.dwg
Layout Tab: Layout1 Date: 10/27/2015 Time: 03:53:28 PM

RAUL & SYLVIA CAVAZOS
0.52 AC. LOT 7, BLK 6
JOHN CLOSNER SUBDIVISION
ID: 199920
WD DOC. # 1315818

ELDORA GARDENS
SUBDIVISION
VOL. 21, PG 34

THOMAS HAUGHEY
0.51 AC. LOT 7, BLK 6
JOHN CLOSNER SUBDIVISION
ID: 199921
WD VOL. 1187 PG. 375

CONSUELO VEGA
0.34 AC. LOT 7, BLK 6
JOHN CLOSNER SUBDIVISION
ID: 199917
WD DOC. # 31185

JOSE L ARGULLO
0.55 AC. LOT 7, BLK 6
JOHN CLOSNER SUBDIVISION
ID: 581135
WD DOC. # 1653132

JOSE L ARGULLO
1.49 AC. LOT 7, BLK 6
JOHN CLOSNER SUBDIVISION
ID: 199919
WD DOC. # 1653132

15' UTIL. EASM'T

10' UTIL. EASM'T

EXIST. SEWER M.H.
TOP=101.77
FL.=SEALED
(TO BE FIELD VERIFIED)
TO BE ADJUSTED

EXIST. SEWER LINE
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)

END PROJECT
MATCH EXIST.
ASPHALT

ANGELICA LN.

R20.00'

R20.00'

H.C.I.D. NO. 2

MATCH LINE
STA. 12+00

12+00

13+00

14+00

15+00

16+00

17+00

18+00

MATCH LINE
STA 18+00

17.73'

28.07'

18.71'

40.00' EXIST. R.O.W.

50.00' EXIST. R.O.W.

40.00' EXIST. R.O.W.

40.00' EXIST. R.O.W.

PROP. 22.00' E.O.P

22.27'

21.93'

PROP. 22.00' E.O.P

21.29'

PROP. 22.00' E.O.P

101.77
SMH

100.62
SMH

REGRADE ROAD
SIDE DITCH (TYP.)

CAUTION:
OVERHEAD
POWER LINES

EXIST. WATERLINE
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)

EXIST. WATERLINE
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)

EXIST. SEWER M.H.
TOP=100.62
FL.=SEALED
(TO BE FIELD VERIFIED)
TO BE ADJUSTED

REGRADE ROAD
SIDE DITCH (TYP.)

PGL ℄ OF
ELDORA ROAD

EXIST. SEWER LINE
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)

EXIST. WATERLINE
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)

NOTE:

1. **CONTRACTOR SHALL REGRADE ROAD SIDE DITCH TO PROVIDE POSITIVE DRAINAGE TO EXISTING & PROPOSED DRAINAGE STRUCTURES.**

NY CHURCH
B, BLK 5 &
LK 17
SUBDIVISION
266
2471237

ANGELICA GUZMAN
1.0 AC. LOT 8, BLK 6
JOHN CLOSNER SUBDIVISION
ID: 199924
WD VOL. 2728, PG. 633

TRINIDAD AREVALO
24.83 AC. LOT 8, BLK 6
JOHN CLOSNER SUBDIVISION
ID: 199923
WD

ARNOLDO AREVALO
0.547 AC. LOT 8, BLK 6
JOHN CLOSNER SUBDIVISION
ID: 199926
WD VOL. 2728, PG. 635

MISAEL MARTINEZ &
YVETTE A. MORENO
1.0 AC. LOT 8, BLK 6
JOHN CLOSNER SUBDIVISION
ID: 199925
WD DOC. # 2542713

RUBEN MAGALLAN
1.0 AC. LOT 8, BLK 6
JOHN CLOSNER SUBDIVISION
ID: 343562
WD DOC. # 345393

YALANDA
1.0 AC. LOT
JOHN CLOSNER
ID: 343
WD VOL. 272

110
105
100
95
90
N.G.
PROP. PGL

MATCH LINE
STA. 12+00

GRADE BREAK
STA = 14+00.00
ELEV = 102.43

PGL ℄ OF
ELDORA ROAD

EXIST. NG OF
ROAD @ ℄

MATCH LINE
STA. 18+00

102.15 **102.45**
102.21 **102.44**
102.23 **102.43**
102.09 **102.30**
101.95 **102.16**
101.81 **102.03**
101.69 **101.90**

12+00
13+00
14+00
15+00
16+00
17+00
18+00

HIDALGO COUNTY
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COMMISSIONER
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HIDALGO COUNTY PCT 2
IMPROVEMENT PROJECTS

ELDORA ROAD IMPROVEMENTS

PLAN AND PROFILE
STA. 12+00 - STA. 18+00

STATE OF TEXAS
JOSE N. SALDIVAR
94076
LICENSED
PROFESSIONAL ENGINEER

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10/28/15

JOSE N. SALDIVAR-P.E. No. 94076

SCALE: H.1"=50' / V.1"=5'
DRAWN BY:
CHECKED BY: R.S / N.S
TOPO BY: EDGAR I.
SHEET: C03-03

Drawing: I:\PCT 2\Eldora Road from I RD. East to Canal\PMP 12+00- 18+00.dwg
Layout Tab: Layout1 Date: 10/27/2015 Time: 03:55:02 PM

JOSE L ARGULLO
1.49 AC. LOT 7, BLK 6
JOHN CLOSNER SUBDIVISION
ID: 199919
WD DOC. # 1653132

SAN JUANITA GARZA
4.07 AC. LOT 7, BLK 7
JOHN CLOSNER SUBDIVISION
ID: 199918
WD DOC. # 2236201

SAN JUANITA GARZA
4.07 AC. LOT 7, BLK 7
JOHN CLOSNER SUBDIVISION
ID: 199974
WD DOC. # 2431605

MATCH LINE STA. 18+00

40.00' EXIST. R.O.W.

18.84'

PROP. 22.00' E.O.P

21.16'

EXIST. WATERLINE APPROX. DEPTH AND LOCATION (TO BE FIELD VERIFIED)

EXIST. WATERLINE APPROX. DEPTH AND LOCATION (TO BE FIELD VERIFIED)

EXIST. SEWER LINE APPROX. DEPTH AND LOCATION (TO BE FIELD VERIFIED)

EXIST. SEWER M.H. TOP=99.51 FL.=SEALED (TO BE FIELD VERIFIED)

REGRADE ROAD SIDE DITCH (TYP.)

REGRADE ROAD SIDE DITCH (TYP.)

PGL ℄ OF ELDORA ROAD

ELDORA ROAD

INSTALL 16 L.F. OF 18" RCP WITH S.E.T.

END PROJECT MATCH EXIST. ASPHALT

LIMITOS AVE.

EXIST. SEWER M.H. TOP=100.82 FL.=SEALED (TO BE FIELD VERIFIED)

EXIST. WATERLINE APPROX. DEPTH AND LOCATION (TO BE FIELD VERIFIED)

EXIST. SEWER LINE APPROX. DEPTH AND LOCATION (TO BE FIELD VERIFIED)

CAUTION: OVERHEAD POWER LINES

19.80'

PROP. 22.00' E.O.P

20.20'

40.00' EXIST. R.O.W.

EXIST. 15" RCP PIPE.

EXIST. 18" RCP PIPE.

EXIST. 18" RCP PIPE.

MATCH LINE STA. 24+00

PI: 24+62.15

RUBEN MAGALLAN
1.0 AC. LOT 8, BLK 6
JOHN CLOSNER SUBDIVISION
ID: 343562
WD DOC. # 345393

YALANDA ARJONA
1.0 AC. LOT 8, BLK 6
JOHN CLOSNER SUBDIVISION
ID: 343583
WD VOL. 2728, PG. 643

EMIGDIO VILLANUEVA
1.0 AC. LOT 8, BLK 6
JOHN CLOSNER SUBDIVISION
ID: 199927
WD DOC. # 2067705

ROY H. BROADNAX
0.65 AC. LOT 8, BLK 7
JOHN CLOSNER SUBDIVISION
ID: 199978
WD VOL. 1100, PG. 696

ROY H. JR. & ESTHELA BROADNAX
1.0 AC. LOT 8, BLK 6
JOHN CLOSNER SUBDIVISION
ID: 199979
WD DOC. # 237621

NOTE:

1. **CONTRACTOR SHALL REGRADE ROAD SIDE DITCH TO PROVIDE POSITIVE DRAINAGE TO EXISTING & PROPOSED DRAINAGE STRUCTURES.**

110
105
100
95
90

MATCH LINE STA. 18+00

PROP. PGL

N.G.

101.69 **101.90**

101.58 **101.78**

101.47 **101.66**

101.37 **101.54**

101.20 **101.42**

100.93 **101.47**

101.75 **102.38**

N.G.

PROP. PGL

BVCS: 22+38.98
BVCE: 101.37

PVI STA:23+50.55
PVI ELEV:101.24
K:108.50
LVC:223.12

MATCH LINE STA. 24+00

PGL ℄ OF ELDORA ROAD

EXIST. NG OF ROAD @ ℄

100 CY COMPACTED CALICHE FILLED

18+00 19+00 20+00 21+00 22+00 23+00 24+00

HIDALGO COUNTY
PRECINCT No. 2
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COMMISSIONER
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HIDALGO COUNTY PCT 2
IMPROVEMENT PROJECTS

ELDORA ROAD IMPROVEMENTS

PLAN AND PROFILE
STA. 18+00 - STA. 24+00

STATE OF TEXAS
JOSE N. SALDIVAR
94078
LICENSED PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Jose N. Saldivar P.E. No. 94078 on the above designated date.

10/29/15

JOSE N. SALDIVAR P.E. No. 94078

SCALE: H.1"=50' / V.1"=5'
DRAWN BY:
CHECKED BY: R.S / N.S
TOPO BY: EDGAR I.
SHEET: C03-04

Drawing: I:\PCT 2\Eldora Road from I RD East to Canal\P&P 18+00- 24+00.dwg
Layout Tab: Layout1 Date: 10/29/2015 Time: 03:00:53 PM

200.00' DRAIN DITCH EASEMENT R.O.W.

EXIST. SEWER M.H.
TOP=102.35
FL.=SEALED
(TO BE FIELD VERIFIED)

PSJA ISD TRUSTEE
0.77 AC. LOT 13, BLK 8
JOHN CLOSNER SUBDIVISION
ID: 200094
WD DOC. # 2360829

GALCAS INVESTMENTS LLC.
0.77 AC. LOT 13, BLK 8
JOHN CLOSNER SUBDIVISION
ID: 200104
WD DOC. # 2050...

FEDERICO & EVELYN VILLANUEVA
0.31 AC. LOT 13, BLK 8

ADA GOMEZ
0.46 AC. LOT 13, BLK 8
JOHN CLOSNER SUBDIVISION
ID: 200108
WD DOC. # 923428

CRISELDA BENAVIDEZ
0.77 AC. LOT 13, BLK 8
JOHN CLOSNER SUBDIVISION
ID: 200095
WD DOC. # 2351963

OL CONSTRUCTION LLC.
0.97 AC. LOT 13, BLK 8
JOHN CLOSNER SUBDIVISION
ID: 200096
WD DOC. # 2559419

JESUS JR
0.81 AC. L
JOHN CLOSN
ID: 2
WD DOC.

EXIST. 18" STORM LINE

18"PIPE
FL=97.04

EXIST. DITCH

18"PIPE
FL=92.14

18" PIPE
FL=91.87

18" PIPE
FL=97.01

REMOVE & REPLACE 109 L.F. MBGF*

CAUTION: OVERHEAD POWER LINES

REMOVE & REPLACE 52 L.F. MBGF*

INSTALL 32 L.F. OF 18" HPP PIPE/ 24 SY. A.C.P. DRIVEWAY ADJUST DRIVEWAY TO PROPOSED ROAD

INSTALL 28 L.F. OF 18" HPP PIPE/ 32 SY. A.C.P. DRIVEWAY ADJUST DRIVEWAY TO PROPOSED ROAD

EXIST. SEWER M.H.
TOP=100.56
FL.=SEALED
(TO BE FIELD VERIFIED)

REGRADE ROAD SIDE DITCH (TYP.)

EXIST. SEWER LINE
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)

EXIST. WATERLINE
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)

PI: 24+62.15

PI: 25+52.00

MATCH LINE STA 24+00

MATCH LINE STA 30+00

102.35 SMH

100.56 SMH

99.70 BM

24+00 25+00 26+00 27+00 ELDORA ROAD 28+00 29+00 30

EXIST. BRIDGE

20.69'

60.00' EXIST. R.O.W.

40.00' EXIST. R.O.W.

PROP. 22.00' E.O.P
19.31'

REMOVE & REPLACE 71 L.F. MBGF*

REMOVE EXIST. 15" RCP PIPE

102.43 SMH

EXIST. 18" STORM LINE

18" PIPE
FL=93.82

18" PIPE
FL=93.82

EXIST. DITCH

24" PIPE
FL=91.17

REMOVE & REPLACE 109 L.F. MBGF*

REMOVE & REPLACE 28 L.F. MBGF*

EXIST GRADE MH 3
TOP:99.06
FL:91.32
INV IN:91.32 24"
INV OUT:91.32 24"

EXIST. 24" STORM LINE

EXIST. 24" STORM LINE
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)

INSTALL 16 L.F. OF 18" HPP PIPE/ 13 SY. A.C.P. DRIVEWAY ADJUST DRIVEWAY TO PROPOSED ROAD

PGL ℄ OF ELDORA ROAD

CAUTION: OVERHEAD POWER LINES

REGRADE ROAD SIDE DITCH (TYP.)

EXIST. WATERLINE
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)

NOTE:

1. CONTRACTOR SHALL REGRADE ROAD SIDE DITCH TO PROVIDE POSITIVE DRAINAGE TO EXISTING & PROPOSED DRAINAGE STRUCTURES.

* REMOVE & REPLACE MBGF IF ADD ALT 1 BID IS AWARDED.

EXIST. SEWER M.H.
TOP=102.43
FL.=SEALED
(TO BE FIELD VERIFIED)

DANIEL & SANTA SANDOVAL
1.0 AC. LOT 16, BLK 8
JOHN CLOSNER SUBDIVISION
ID: 200133
WD DOC. VOL. 1595, PG. 157

DANIEL & SANTA SANDOVAL
1.0 AC. LOT 16, BLK 8
JOHN CLOSNER SUBDIVISION
ID: 504355
WD DOC. VOL. 3116, PG. 111

MARIA
SUBDIVISION
IN # 2244638

MARICELA PENA
0.93 AC. LOT 16, BLK 8
JOHN CLOSNER SUBDIVISION
ID: 499552
WD DOC. # 2001557

180.00' DRAIN DITCH EASEMENT R.O.W.

PVI STA:23+50.55
PVI ELEV:101.24
K:108.50
LVC:223.12

EVCS: 24+62.11
EVCE: 103.40

BVCS: 25+51.96
BVCE: 103.40

PVI STA:26+45.58
PVI ELEV:101.23
K:84.68
LVC:187.24

EVCS: 27+39.20
EVCE: 101.12

GRADE BREAK
STA = 29+00.00
ELEV = 100.94

GRADE BREAK
STA = 30+00.00
ELEV = 100.41

105
100
95
90
85

100 CY COMPACTED CALICHE FILLED

EXIST. BRIDGE

STA:24+69.70
ELEV:102.45

EXIST. DITCH

STA:25+44.02
ELEV:102.18

96 CY COMPACTED CALICHE FILLED

PGL ℄ OF ELDORA ROAD

EXIST. ℄ OF ROAD

MATCH LINE STA. 24+00

MATCH LINE STA. 30+00

EXIST. 18" STORM LINE

STA:24+27.84
ELEV:97.04

EXIST. 24" STORM LINE

EXIST. 24" STORM LINE

EXIST. 18" STORM LINE
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)

EXIST GRADE MH 3
TOP:99.06
FL:91.32
INV IN:91.32 24"
INV OUT:91.32 24"

STA:25+29.39
ELEV:91.17

STA:24+94.96
ELEV:87.05

N.G.
PROP. PGL

101.75 102.38 103.39 103.40 101.92 102.42 100.67 101.26 100.89 101.06 100.77 100.94 100.24 100.41

24+00 25+00 26+00 27+00 28+00 29+00 30+00

HIDALGO COUNTY
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COMMISSIONER
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HIDALGO COUNTY PCT 2
IMPROVEMENT PROJECTS

ELDORA ROAD IMPROVEMENTS

PLAN AND PROFILE
STA. 24+00 - STA. 30+00

STATE OF TEXAS
JOSE N. SALDIVAR
94076
LICENSED
PROFESSIONAL ENGINEER

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JOSE N. SALDIVAR P.E. No. 94076

SCALE: H.1"=50' / V.1"=5'
DRAWN BY:
CHECKED BY: R.S / N.S
TOPO BY: EDGAR I.
SHEET: C03-05

Drawing: L:\PCT 2\Eldora Road from 1 RD East to Canal\PAP 24+00- 30+00.dwg)
Layout Tab: Layout1 Date: 10/29/2015 Time: 04:02:51 PM

OL CONSTRUCTION LLC.
0.97 AC. LOT 13, BLK 8
JOHN CLOSNER SUBDIVISION
ID: 200095
WD DOC. # 2559419

JESUS JR. CASTILLO
0.81 AC. LOT 13, BLK 8
JOHN CLOSNER SUBDIVISION
ID: 200097
WD DOC. # 1241405

JOSE D. & FRANCISCA TAMAYO
Q. AC. LOT 13, BLK 8
JOHN CLOSNER SUBDIVISION
ID: 200098
WD VOL. 1566, PG. 861

LEROY & NIEVES GARZA
1.16 AC. LOT 13, BLK 8
JOHN CLOSNER SUBDIVISION
ID: 200099
WD DOC. # 1708891

PALMA VISTA CONG JEHOVAH'S
1.14 AC. LOT 13, BLK 8
JOHN CLOSNER SUBDIVISION
ID: 200100
WD DOC. # 1799125

ZENON CERDA
0.77 AC. LOT 13, BLK 8
JOHN CLOSNER SUBDIVISION
ID: 200101
WD DOC. # 2457271

N

CAUTION: OVERHEAD POWER LINES

EXIST. SEWER M.H.
TOP=100.37
FL.=SEALED
(TO BE FIELD VERIFIED)

100.37 SMH

REGRADE ROAD SIDE DITCH (TYP.)

PROP. TYP C-C INLET
STA:32+96.92 OFF:-17.83L
TOP:98.23
FL:92.03
INV OUT:92.03 18"

EXIST. SANITARY SEWER
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)

EXIST. WATERLINE
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)

PROP. 33' of 18"
HPP PIPE @ 0.10%

EXIST. SEWER M.H.
TOP=100.60
FL.=SEALED
(TO BE FIELD VERIFIED)

100.60 SMH

CAUTION: OVERHEAD POWER LINES

MATCH LINE STA 30+00

20.93'

21.13'

40.00' EXIST. R.O.W.

45.00' EXIST. R.O.W.

30+00 | 31+00 | 32+00 | ELDORA ROAD | 33+00 | 34+00 | 35+00 | 36+00

MATCH LINE STA 36+00

EXIST. 24" STORM LINE
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)

PROP. 22.00' E.O.P.

19.07'

REGRADE ROAD SIDE DITCH (TYP.)

23.87'

EXIST. WATERLINE
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)

EXIST GRADE MH 2
TOP:98.80
FL:91.80
INV IN:91.80 24"
INV IN:92.00 18"
INV OUT:91.80 24"
(ADJUST TOP TO EL.=98.12)

CAUTION: OVERHEAD POWER LINES

INSTALL 16 L.F. OF 18" HPP PIPE/ 18 SY. A.C.P. DRIVEWAY

INSTALL 16 L.F. OF 18" HPP PIPE/ 18 SY. A.C.P. DRIVEWAY

EXIST. 24" STORM LINE
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)

PGL ℄ OF ELDORA ROAD

FILIBERTO ARTEAGA
0.24 AC. LOT 16, BLK 8
JOHN CLOSNER SUBDIVISION
ID: 200134
DEED DOC. # 2470401

10' UTIL. EASM'T

MARICELA PENA
.93 AC. LOT 16, BLK 8
N CLOSNER SUBDIVISION
ID: 499552
WD DOC. # 2001557

BARRIOS SUBDIVISION
VOL. 21, PG 45

BARRIOS SUBDIVISION
UNIT NO. 2
VOL. 21, PG 74

NOTE:

1. CONTRACTOR SHALL REGRADE ROAD SIDE DITCH TO PROVIDE POSITIVE DRAINAGE TO EXISTING & PROPOSED DRAINAGE STRUCTURES.

105
100
95
90
85
N.G.
PROP. PGL

PGL ℄ OF ELDORA ROAD

EXIST. NG OF ROAD @ ℄

GRADE BREAK
STA = 35+00.00
ELEV = 100.48

MATCH LINE STA 30+00

MATCH LINE STA 36+00

EXIST GRADE MH 2
TOP:98.80
FL:91.80
INV IN:91.80 24"
INV IN:92.00 18"
INV OUT:91.80 24"
(ADJUST TOP TO EL.=98.12)

EXIST. 24" STORM LINE
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)

EXIST. 24" STORM LINE
APPROX. DEPTH AND LOCATION
(TO BE FIELD VERIFIED)

100.24 **100.41** | 100.22 **100.43** | 100.27 **100.44** | 100.29 **100.45** | 100.29 **100.46** | 100.34 **100.48** | 100.43 **100.58**

30+00 | 31+00 | 32+00 | 33+00 | 34+00 | 35+00 | 36+00

HIDALGO COUNTY
PRECINCT No. 2
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COMMISSIONER
EDUARDO "EDDIE" CANTU
HIDALGO COUNTY PCT 2
IMPROVEMENT PROJECTS

ELDORA ROAD IMPROVEMENTS

PLAN AND PROFILE
STA. 30+00 - STA. 36+00

STATE OF TEXAS
JOSE N. SALDIVAR
94076
LICENSED PROFESSIONAL ENGINEER

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10/23/15

JOSE N. SALDIVAR-P.E. No. 94076

SCALE: H.1"=50' / V.1"=5'
DRAWN BY:
CHECKED BY: R.S / N.S
TOPO BY: EDGAR I.
SHEET: C03-06

Drawing: I:\PCT 2\Eldora Road (from 1 RD East to Canal)\P&P 30+00- 36+00.dwg
Layout Tab: Layout1 Date: 10/27/2015 Time: 04:19:16 PM

ZENON CERDA
0.77 AC. LOT 13, BLK 8
JOHN CLOSNER SUBDIVISION
ID: 200101
WD DOC. # 2457271

EMELDO & MARILINDA SEPULVEDA
0.45 AC. LOT 13, BLK 8
JOHN CLOSNER SUBDIVISION
ID: 200111
WD DOC. # 2512166

MANUEL & OFELIA CANO
0.45 AC. LOT 13, BLK 8
JOHN CLOSNER SUBDIVISION
ID: 200111
WD DOC. # 2512166

DERREL D. LEONA M. DIENER TRUST
1.6 AC. LOT 14, BLK 8
ALAMO LAND AND SUGAR
ID: 200115
WD DOC. # 667048

BARRIOS SUBDIVISION
UNIT NO. 2
VOL. 21, PG 74

JUAN & YOLANDA GARCIA
0.23 AC. LOT 16, BLK 8
JOHN CLOSNER SUBDIVISION
ID: 200146
WD DOC. # 1359750

JUAN & YOLANDA GARCIA
0.23 AC. LOT 16, BLK 8
JOHN CLOSNER SUBDIVISION
ID: 200146
WD DOC. # 1359750

VOL. 36, PG 100

EXIST. 15" SANITARY SEWER APPROX. DEPTH AND LOCATION (TO BE FIELD VERIFIED)

EXIST. WATERLINE APPROX. DEPTH AND LOCATION (TO BE FIELD VERIFIED)

REGRADE ROAD SIDE DITCH (TYP.)

EXIST. SEWER M.H. TOP=101.01 FL.=SEALED LID (TO BE FIELD VERIFIED)

EXIST STORM MH TOP:98.80 FL:92.48 INV IN:92.48 24" INV OUT:92.48 24"

EXIST. 15" SANITARY SEWER APPROX. DEPTH AND LOCATION (TO BE FIELD VERIFIED)

PGL ℄ OF ELDORA ROAD

EXIST INLET 2 TOP:98.16 FL:92.68 INV IN:92.68 24" INV OUT:92.68 24"

EP: 40+13.64

RAUL LONGORIA ROAD

EXIST. INLET 1 TOP:99.16 FL:93.04 INV OUT:93.04 24"

EXIST. SEWER M.H. TOP=101.01 FL.=SEALED LID (TO BE FIELD VERIFIED)

MATCH LINE STA. 36+00

PROP. 22.00' E.O.P 23.08'

21.92'

EXIST. 24" STORM LINE

EXIST. WATERLINE APPROX. DEPTH AND LOCATION (TO BE FIELD VERIFIED)

EXIST. SEWER M.H. TOP=101.01 FL.=SEALED LID (TO BE ADJUSTED)

45.00' EXIST. R.O.W.

INSTALL 16 L.F. OF 18" HPP PIPE/ 17 SY. A.C.P. DRIVEWAY

REGRADE ROAD SIDE DITCH (TYP.)

EXIST GRADE MANHOLE TOP:99.20 FL:92.37 INV IN:92.37 24" INV OUT:92.37 24" (ADJUST TOP TO EL.=98.40)

40.00' EXIST. R.O.W.

22.48'

PROP. 22.00' E.O.P 17.52'

75.00' OVERLAY TRAFFIC SIGNAL LOOP DETECTORS MAY BE PRESENT ALONG THIS SECTION

END PROJECT LIMITS MATCH EXIST. ASPHALT

EXIST. WATERLINE APPROX. DEPTH AND LOCATION (TO BE FIELD VERIFIED)

100.73 BM

100.20 SMH

101.01 SMH

100.16 SMH

37+00 38+00 ELDORA ROAD 39+00 40+00

NOTE:

1. CONTRACTOR SHALL REGRADE ROAD SIDE DITCH TO PROVIDE POSITIVE DRAINAGE TO EXISTING & PROPOSED DRAINAGE STRUCTURES.

LOOP NOTE:

TRAFFIC SIGNAL LOOP DETECTORS MAY BE PRESENT ALONG THIS SECTION THERE WILL BE NO SCARIFICATION OF THE EXISTING ROAD IN THIS AREA IN ORDER NOT TO DAMAGE EXISTING LOOPS. POT HOLES SHALL BE REPAIRED BEFORE HMAC OVERLAY. SEE GENERAL NOTES FOR ALL LOOPS AND OVERLAY REQUIREMENTS.

105
100
95
90
85
N.G.
PROP. PGL

MATCH LINE STA. 36+00

GRADE BREAK STA = 37+00.00 ELEV = 100.69

GRADE BREAK STA = 39+00.00 ELEV = 100.47

GRADE BREAK STA = 40+13.64 ELEV = 99.92

PGL ℄ OF ELDORA ROAD

EXIST. NG OF ROAD @ ℄

END PROJECT LIMITS MATCH EXIST. ASPHALT

EXIST GRADE MANHOLE TOP:99.20 FL:92.37 INV IN:92.37 24" INV OUT:92.37 24" (ADJUST TOP TO EL.=98.40)

EXIST INLET 2 TOP:98.16 FL:92.68 INV IN:92.68 24" INV OUT:92.68 24"

EXIST STORM MH TOP:98.80 FL:92.48 INV IN:92.48 24" INV OUT:92.48 24"

EXIST. 24" DRAIN LINE APPROX. DEPTH AND LOCATION (TO BE FIELD VERIFIED)

EXIST. 24" DRAIN LINE APPROX. DEPTH AND LOCATION (TO BE FIELD VERIFIED)

EXIST. 24" DRAIN LINE APPROX. DEPTH AND LOCATION (TO BE FIELD VERIFIED)

100.43 100.58 | 100.51 100.69 | 100.39 100.58 | 100.29 100.47 | 99.88 99.98

36+00 37+00 38+00 39+00 40+00 41+00 42+00

HIDALGO COUNTY
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COMMISSIONER
EDUARDO "EDDIE" CANTU
HIDALGO COUNTY PCT 2
IMPROVEMENT PROJECTS

ELDORA ROAD IMPROVEMENTS

PLAN AND PROFILE
STA. 36+00 - STA. 40+13.63

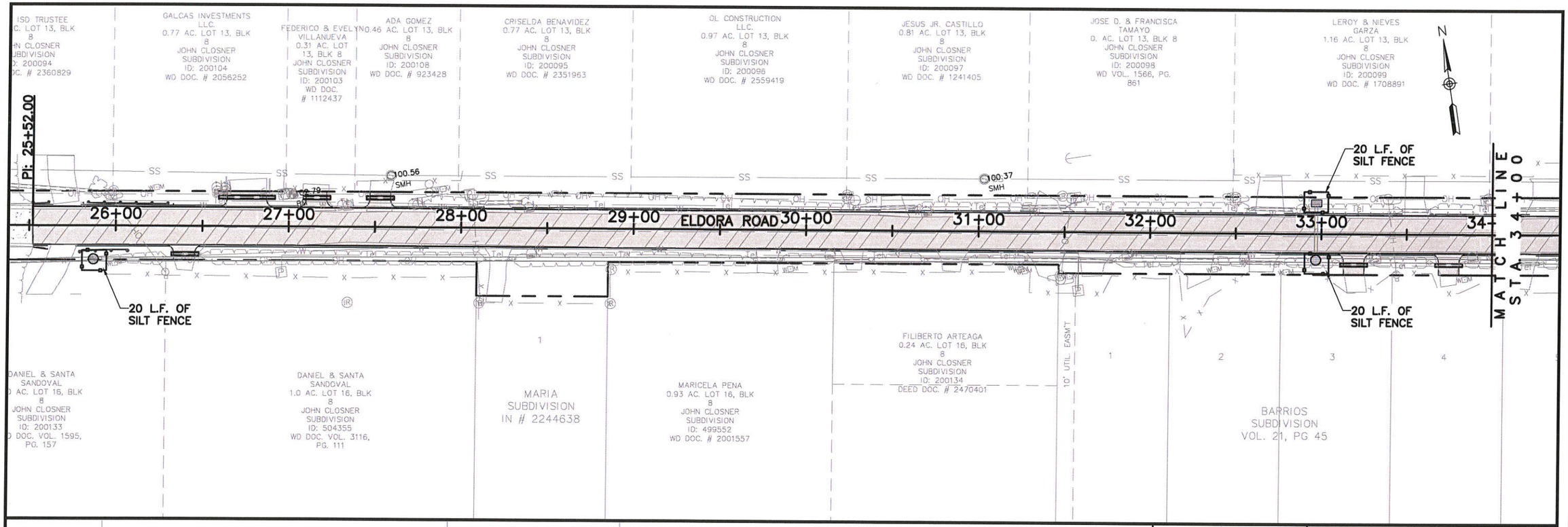
STATE OF TEXAS
JOSE N. SALDIVAR
94076
LICENSED PROFESSIONAL ENGINEER
10/27/15

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JOSE N. SALDIVAR-P.E. No. 94076

SCALE: H.1"=50' / V.1"=5'
DRAWN BY:
CHECKED BY: R.S / N.S
TOPO BY: EDGAR I.
SHEET: C03-07

Drawing: I:\PCT 2\Eldora Road from 1 RD East to Canal\P&P 36+00- 42+00.dwg
Layout Tab: Layout1 Date: 10/27/2015 Time: 04:22:56 PM



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PHARR, TX 78577
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COMMISSIONER
EDUARDO "EDDIE" CANTU
HIDALGO COUNTY PCT 2
IMPROVEMENT PROJECTS

ELDORA ROAD IMPROVEMENTS

EROSION CONTROL PLAN

STATE OF TEXAS
JOSE N. SALDIVAR
94076
LICENSED PROFESSIONAL ENGINEER
10/29/15

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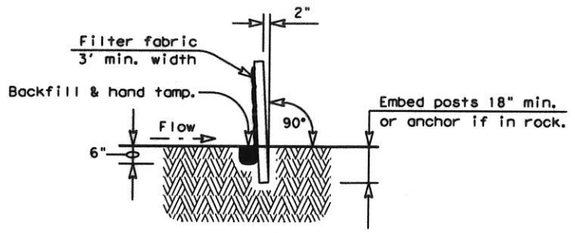
JOSE N. SALDIVAR-P.E. No. 94076

SCALE:	SCALE: 1"=60'
DRAWN BY:	
CHECKED BY:	R.S / N.S
TOPO BY:	EDGAR I.
SHEET:	C04-01

Drawing: J:\PCT 2\Eldora Road from I RD East to Cond\erosion control.dwg
Layout Tab: Layout1 Date: 10/29/2015 Time: 11:11:27 AM

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DATE:
FILE:



SECTION A-A

GENERAL NOTES

1. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

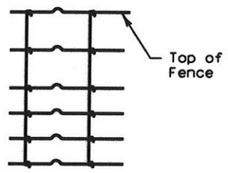
PLAN SHEET LEGEND

Sediment Control Fence —— SCF ——

SEDIMENT CONTROL FENCE USAGE GUIDELINES

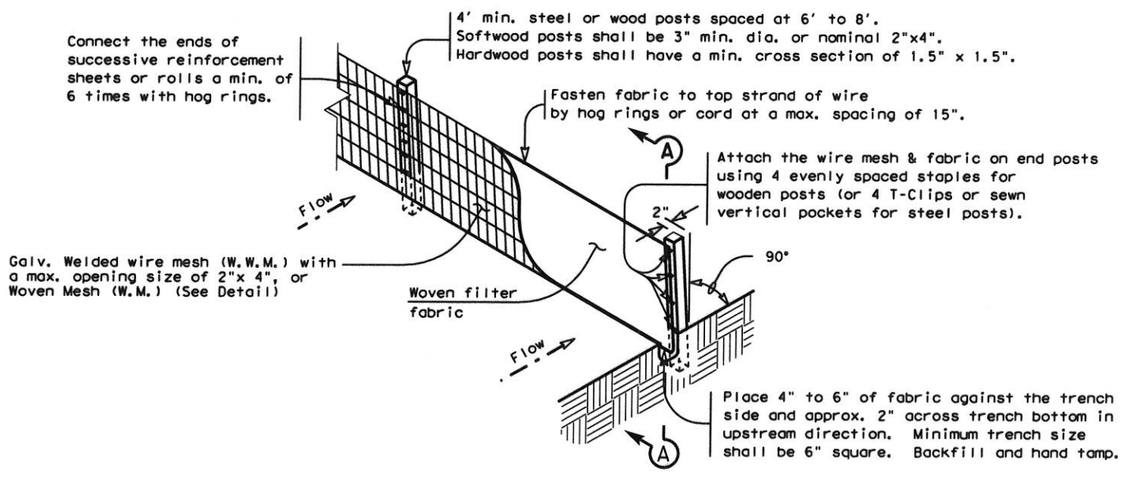
A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

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.



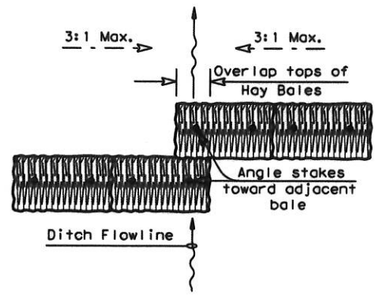
Galv. Hinge joint knot woven mesh (12.5 Ga. Min.) requires a minimum of five horizontal wires spaced at a max. 12 inches apart and all vertical wires spaced at a max. 12 inches apart.

Hinge Joint Knot Woven Mesh (Option)

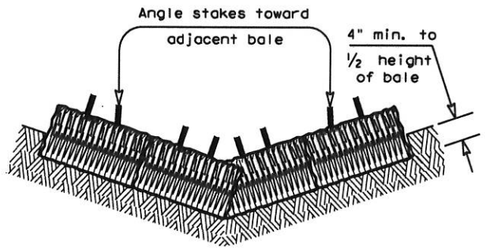


TEMPORARY SEDIMENT CONTROL FENCE

SCF



PLAN VIEW



PROFILE VIEW

PLANS SHEET LEGEND

Baled Hay —— BH ——

BALED HAY USAGE GUIDELINES

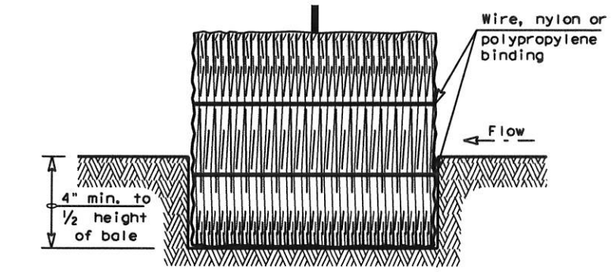
A Baled Hay installation may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A two year storm frequency may be used to calculate the flow rate to be filtered. The installation should be sized to filter a maximum flow thru rate 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.

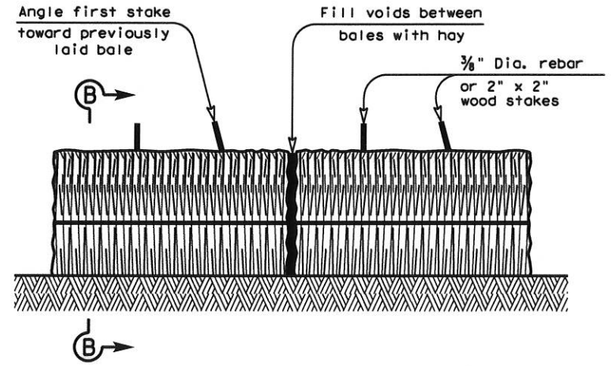
For Baled Hay installations in small ditches, the additional following considerations apply:

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

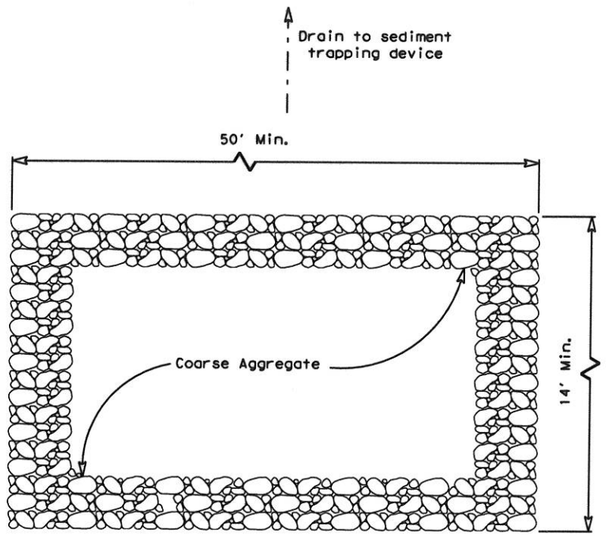
FENCE & BALED HAY

EC(1)-09

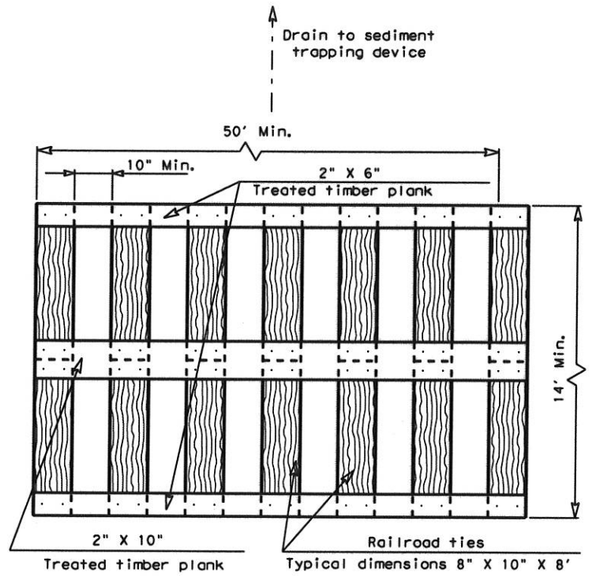
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© TxDOT June 1993	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.

DISCLAIMER:
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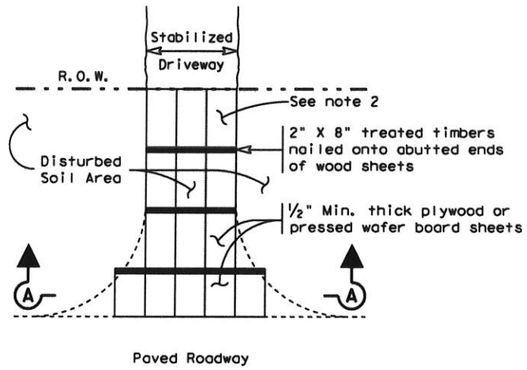
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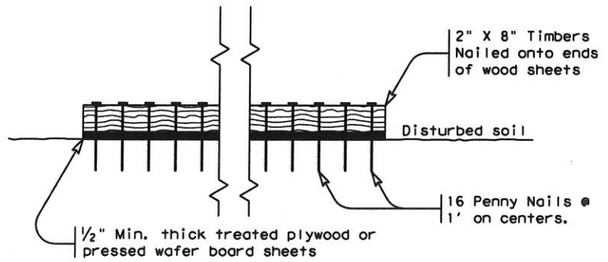
PLAN



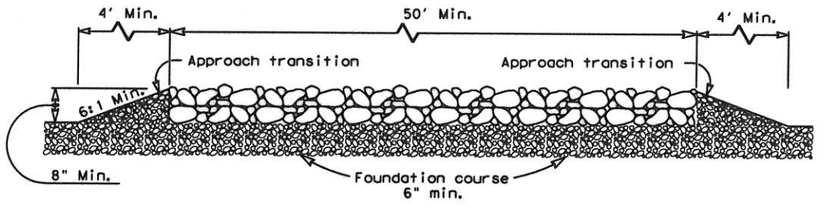
PLAN



PLAN



SECTION A-A

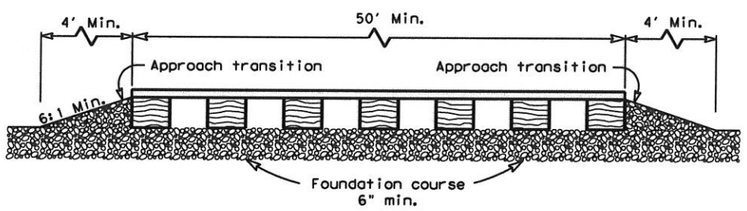


PROFILE

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.

SECTION A-A

CONSTRUCTION EXIT (TYPE 3)

GENERAL NOTES

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches spread a min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

Texas Department of Transportation

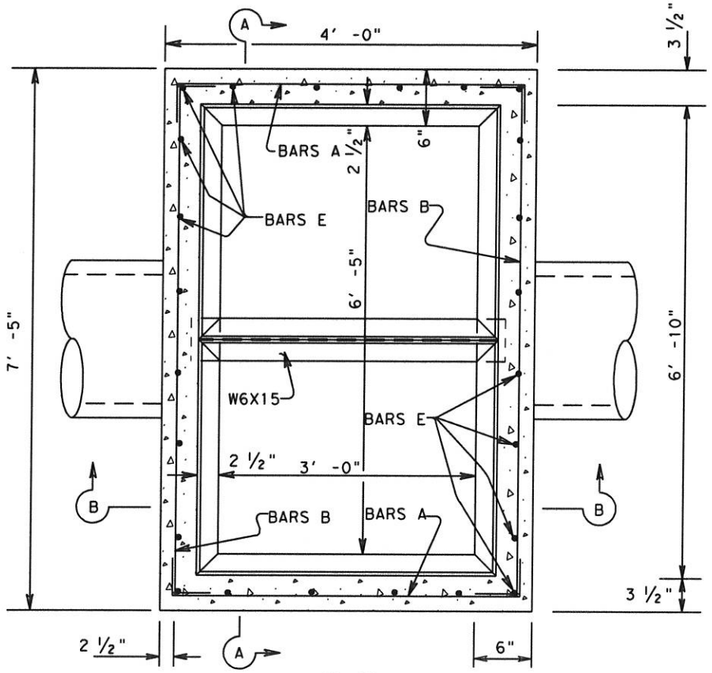
Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

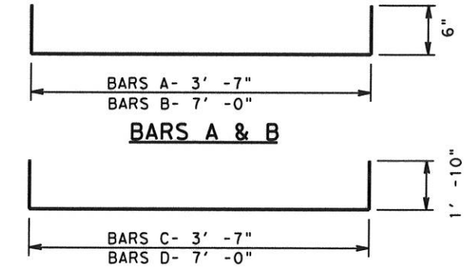
CONSTRUCTION EXITS

EC(3)-93

FILE: ec393.dgn	DN: TxDOT	CK: HEJ	DW: BD	CK:
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REVISIONS				
	DIST	COUNTY		SHEET NO.

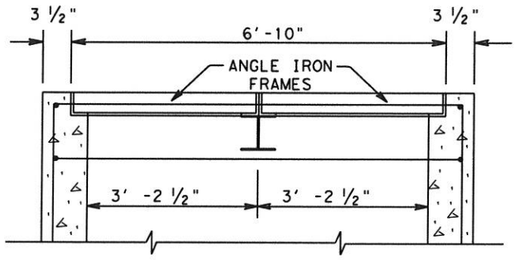


PLAN

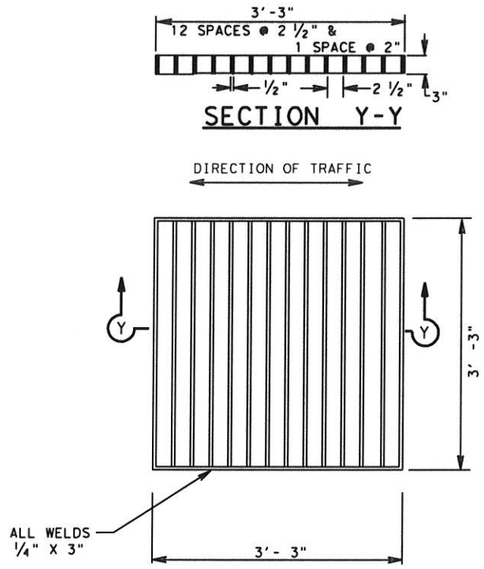


BARS A & B

BARS C & D

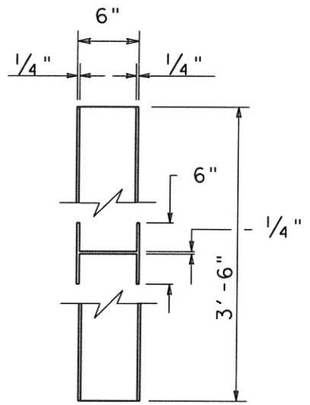


SEC. A-A

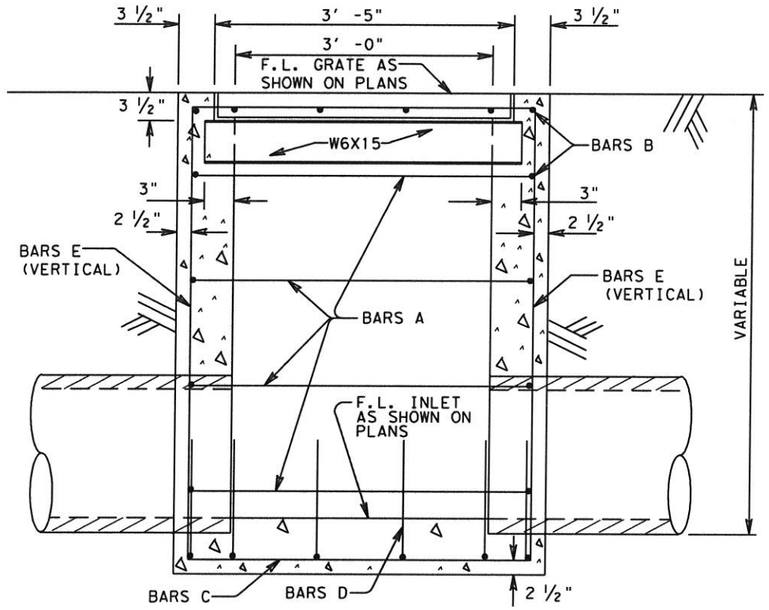


SECTION Y-Y

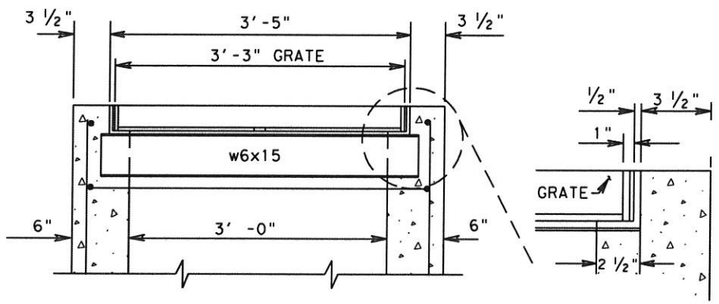
SECTION Y-Y
GRATE DETAILS



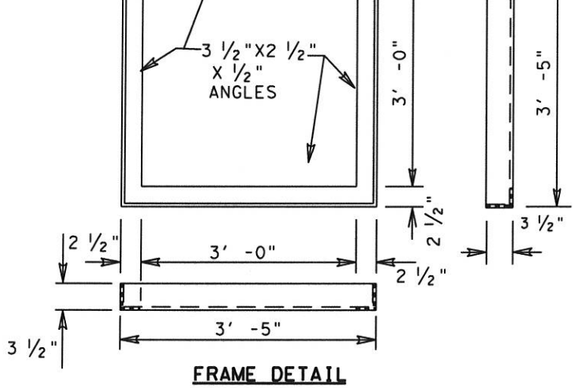
I-BEAM DETAILS
W 6 X 15



SEC. B-B



SEC. B-B
(DETAIL W/GRATE)



FRAME DETAIL
TWO FRAMES PER INLET
TO BE SUBSIDIARY TO INLET ITEM

NOTE: ALL STEEL REINFORCING TO BE NO. 4 BARS ON 1' -0" SPACING IN BOTH DIRECTIONS
ALL STEEL TO BE GR. 60.

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TEXAS DEPARTMENT OF TRANSPORTATION

INLET TY "CC" DETAIL

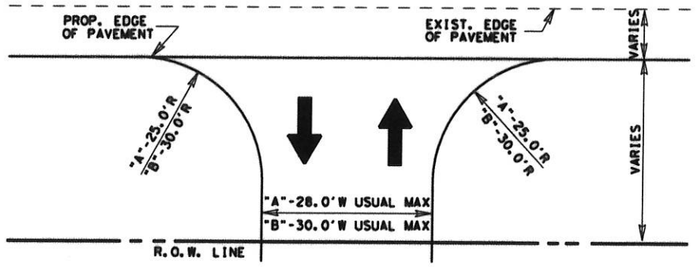
REV. 03/04

INLETCC.DGN

FED.RD DIV.NO.	FILE NO.	PROJECT NO.	SHEET NO.
6			

STATE	STATE DIST.NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21					

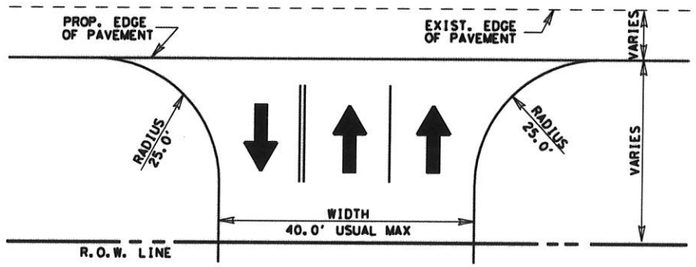
DESIGNS FOR TWO-WAY COMMERCIAL DRIVEWAYS



"A"- ONE ENTRY LANE AND ONE EXIT LANE, FEWER THAN 4 LARGE VEHICLES PER HOUR

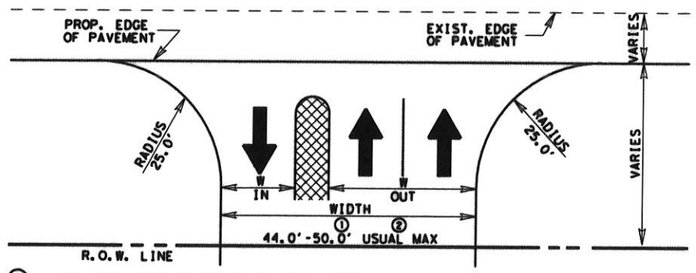
"B"- ONE ENTRY LANE AND ONE EXIT LANE, 4 OR MORE SINGLE UNIT VEHICLES① PER HOUR

① - *DRIVEWAY DESIGNS FOR LARGER VEHICLES WILL BE CONSIDERED ON A CASE BY CASE BASIS*



ONE ENTRY LANE AND TWO EXIT LANES (WITHOUT DIVIDERS)

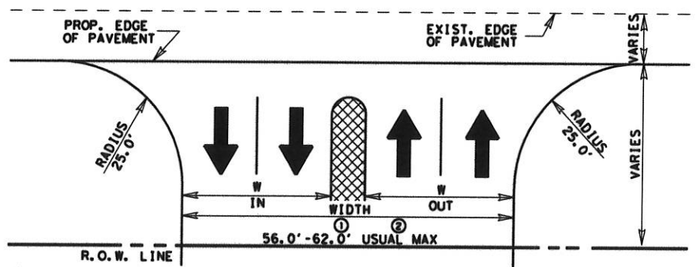
DESIGNS FOR TWO-WAY COMMERCIAL DRIVEWAYS



① - *4.0' WIDE DIVIDER, FACE-TO-FACE CURBS*

② - *10.0' WIDE DIVIDER, FACE-TO-FACE-CURBS*

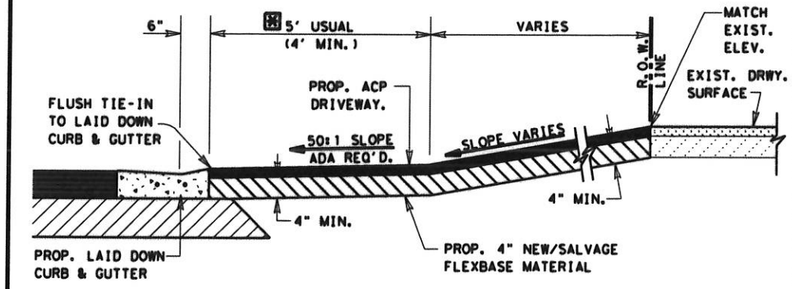
ONE ENTRY LANE AND TWO EXIT LANES (WITH A DIVIDER)



① - *4.0' WIDE DIVIDER, FACE-TO-FACE CURBS*

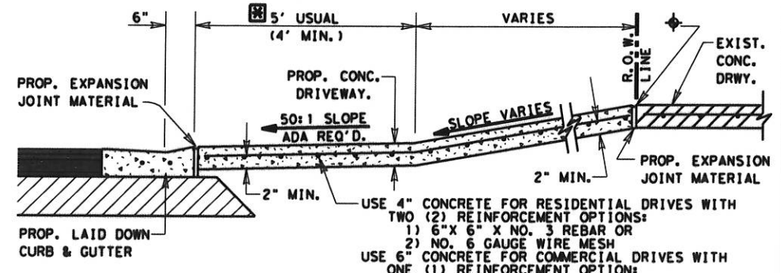
② - *10.0' WIDE DIVIDER, FACE-TO-FACE-CURBS*

TWO ENTRY LANES AND TWO EXIT LANES (WITH A DIVIDER)



TYPICAL ASPH. CONC. PVM'T. DRIVEWAY SECTION

N.T.S.



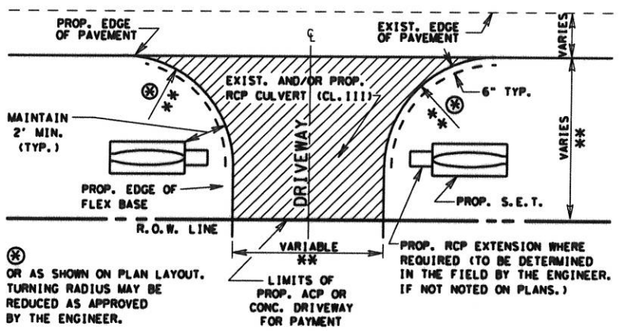
TYPICAL CONCRETE DRIVEWAY SECTION

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

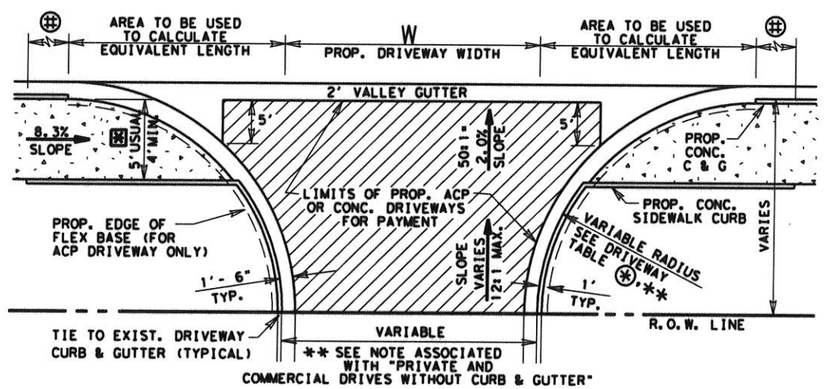


⊛ OR AS SHOWN ON PLAN LAYOUT. TURNING RADIUS MAY BE REDUCED AS APPROVED BY THE ENGINEER.

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.

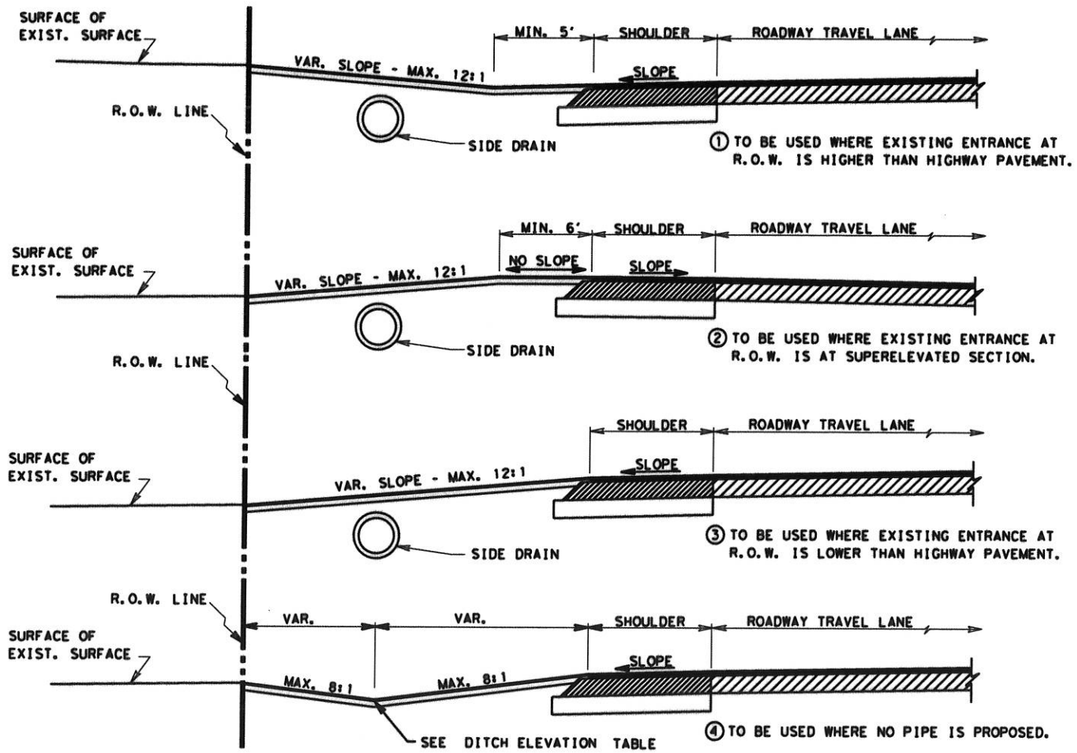
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TEXAS DEPARTMENT OF TRANSPORTATION

DRIVEWAY DETAILS PRIVATE (RESIDENTIAL-COMMERCIAL)

REV. 01/15 DRIVEWAY2.DGN

FED. RD. DIV. NO.	PROJECT NO.			FILE NO.			SHEET NO.
6							
STATE	STATE DIST. NO.	COUNTY	CONT.	SECT.	JOB		HIGHWAY NO.
TEXAS	21						



NOTES:

ALL ENTRANCES CONSTRUCTED ON THIS PROJECT ARE SUBJECT TO CONCURRENCE WITH EXISTING GOVERNING REGULATIONS AS SET OUT BY THE STATE HIGHWAY COMMISSION.

ENTRANCE'S BASE AND SURFACING MAY BE EXTENDED BEYOND R.O.W. LINE AS REQUIRED TO MEET EXISTING GRADE IN A SATISFACTORY MANNER OF WHICH NO STEEPER THAN 12:1 SLOPE WILL BE CONSTRUCTED.

ALL FLEXIBLE BASE USED FOR PRIVATE DRIVES & COMMERCIAL DRIVES WILL NOT REQUIRE LIME TREATMENT.

EXACT LOCATIONS, DIMENSIONS, AND TYPE TO BE ESTABLISHED DURING CONSTRUCTION BY THE ENGINEER.

PROP. WIDTH OF DRIVEWAYS TO MATCH EXISTING WIDTH AT R.O.W. LINE.

114 #/SY ACP (COMPACTED) IS EQUAL TO 1 IN. DEPTH
171 #/SY ACP (COMPACTED) IS EQUAL TO 1½ IN. DEPTH.

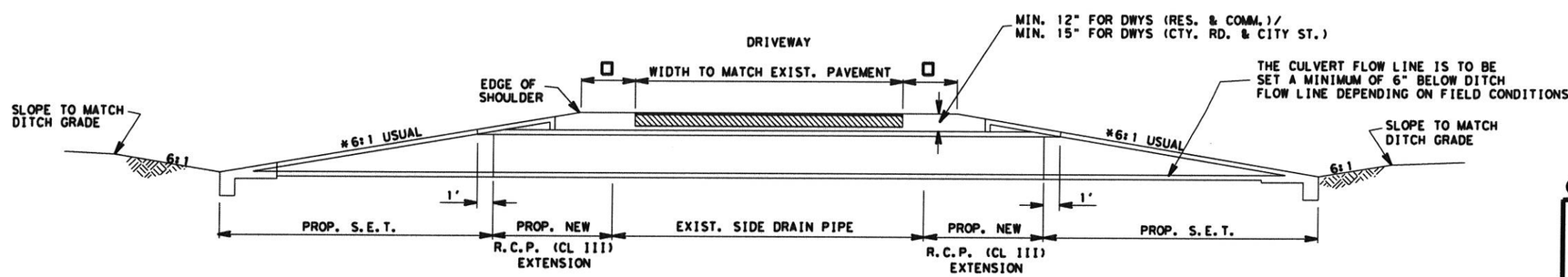
SIDE DRAINS TO BE INSTALLED WHERE ROADWAY DITCH DRAINAGE IS NECESSARY, AS INDICATED ON PLANS AND/OR AS DIRECTED BY THE ENGINEER.

SIDE DRAINS TO BE INSTALLED WITH A MINIMUM OF 12" COVER BY PROPOSED RESIDENTIAL & COMMERCIAL MATERIAL OR 15" COVER OF PROPOSED COUNTY RD. & CITY STREET ROADWAY MATERIAL.

AVERAGE DIMENSIONS SHOWN ON TABLE OF DRIVEWAYS ARE FOR ESTIMATING PURPOSES ONLY.

THE RATE OF PRIME SHALL BE 0.10 GAL/SY FOR PRIVATE AND/OR COMMERCIAL DRIVEWAYS AND 0.20 GAL/SY FOR PUBLIC DRIVEWAYS.

TYPICAL ENTRANCE PROFILE FOR DRIVEWAYS W/OUT C&G



□ - 1' MIN. ON DRIVEWAYS (RES. & COMM.)
2' MIN. ON DRIVEWAYS (COUNTY RD. & CITY ST.)

* - 6:1 SLOPE USUAL
UNLESS OTHERWISE NOTED ON PLANS

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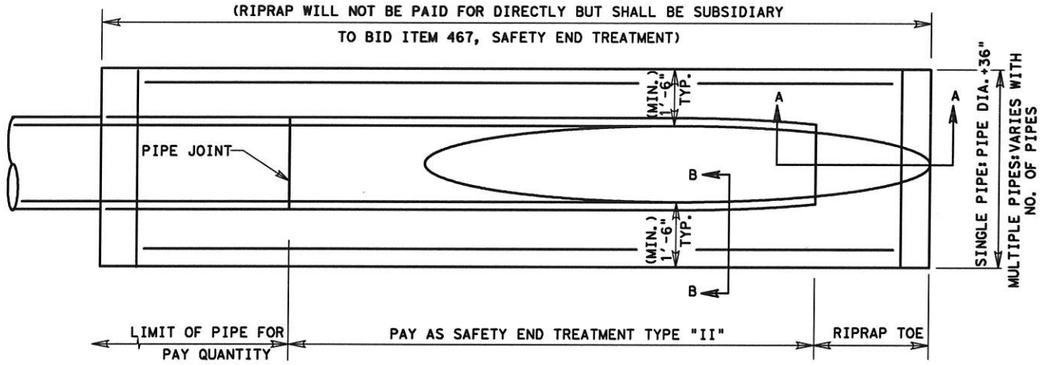
TEXAS DEPARTMENT OF TRANSPORTATION

DRIVEWAY PROFILE DETAILS

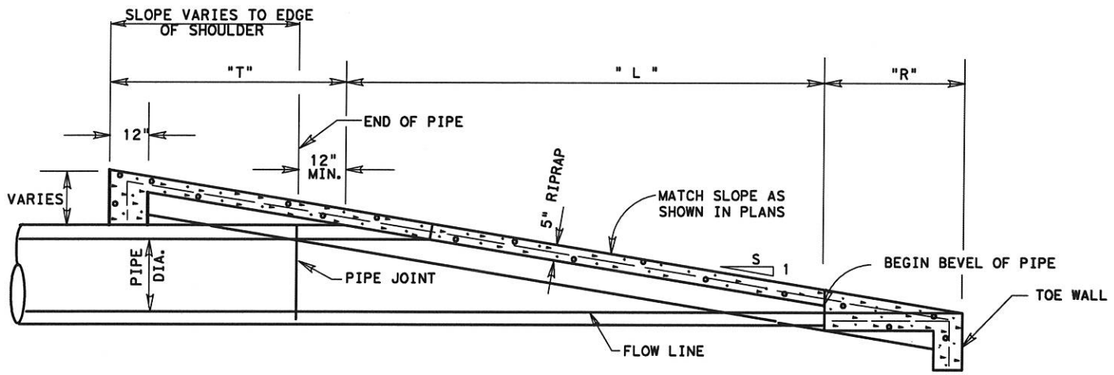
REV. 02/15

DRIVEWAY1.DGN

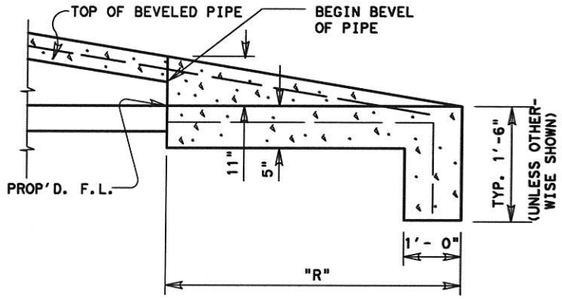
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6						
STATE	STATE DIST. NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21					



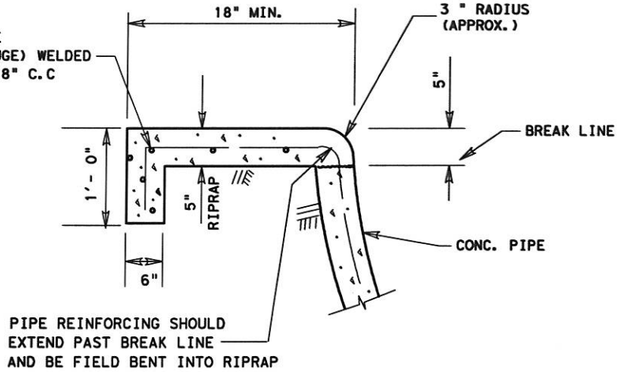
PLAN VIEW



ELEVATION
SAFETY END TREATMENT



SEC. A-A



SEC. B-B

SAFETY END TREATMENT PIPE LENGTHS

PIPE DIA. (IN.)	"L" 3:1	4:1	5:1	6:1
12	2'-0"	2'-8"	3'-4"	4'-0"
15	2'-9"	3'-8"	4'-7"	5'-6"
18	3'-6"	4'-8"	5'-10"	7'-0"
24	5'-1½"	6'-10"	8'-6½"	10'-3"
30	6'-9"	9-0"	11'-3"	13'-6"
36	8'-6"	11'-4"	14'-2"	17'-0"
42	10'-1½"	13'-6"	16'-10½"	20'-3"
48	11'-9"	15'-8"	19'-7"	23'-6"

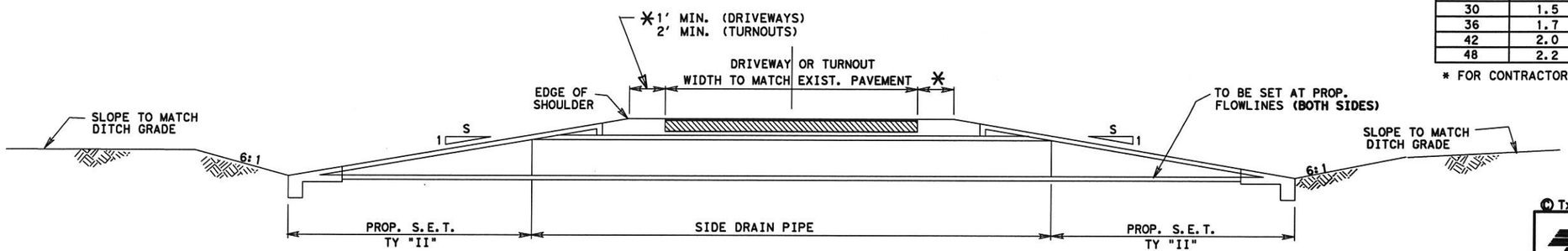
RIPRAP TOE LENGTHS

SLOPE	" R "	"T"
3:1	2'-9"	1'-9"
4:1	3'-8"	2'-4"
5:1	4'-7"	2'-11"
6:1	5'-6"	3'-6"

ESTIMATED RIPRAP VOLUME (CY)

PIPE DIA. (IN.)	3:1	4:1	5:1	6:1
12	.9	1.1	1.3	1.6
15	1.0	1.2	1.5	1.8
18	1.1	1.4	1.6	1.9
24	1.3	1.6	2.0	2.3
30	1.5	1.9	2.3	2.7
36	1.7	2.2	2.7	3.2
42	2.0	2.5	3.1	3.6
48	2.2	2.8	3.4	4.1

* FOR CONTRACTORS INFORMATION ONLY (SINGLE PIPE)



TYPICAL SIDEDRAIN SECTION

NOTE:

ALL EXCAVATION AND BACKFILL REQUIRED AT ALL PIPE SIDE DRAIN CONNECTIONS, ADJUSTMENTS AND/OR EXTENSIONS WILL NOT BE PAID FOR DIRECTLY BUT SHALL BE SUBSIDIARY TO THE BID ITEMS INVOLVED AND IN ACCORDANCE WITH ITEM 400 "STRUCTURAL EXCAVATION".

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PHARR DISTRICT STANDARDS

TEXAS DEPARTMENT OF TRANSPORTATION

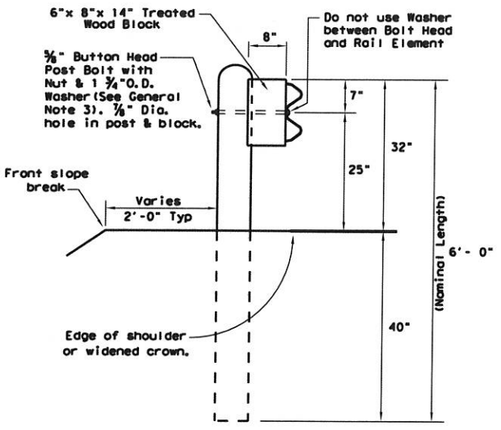
SAFETY END TREATMENT DETAILS

REV. 11/10

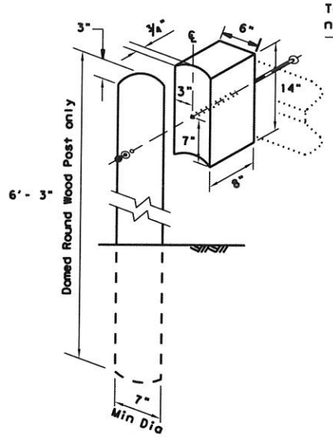
SET.DGN

FED. RD. DIV. NO.	STATE AID PROJECT NO.			FILE NO.			SHEET NO.
6							
STATE	STATE DIST. NO.	COUNTY		CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21						

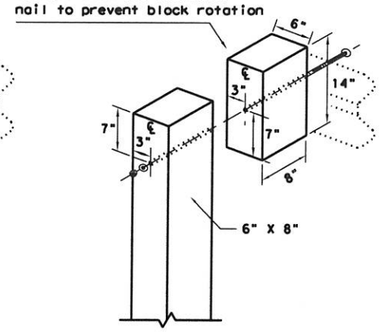
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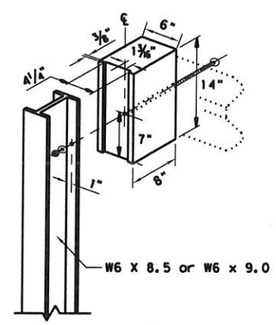
TYPICAL POST



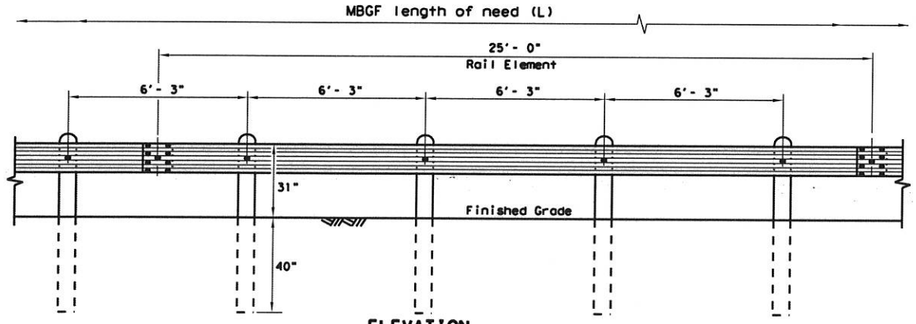
WOOD BLOCK TO ROUND WOOD POST



WOOD BLOCK TO RECTANGULAR WOOD POST

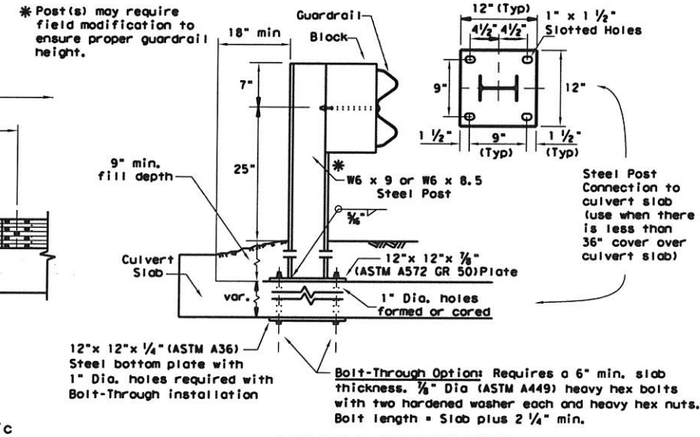


WOOD BLOCK TO STEEL POST



ELEVATION MID-SPAN RAIL SPLICE

Showing a 25'- 0" section of W-Beam rail, 12'- 6" rail sections may also be supplied (See General Note 2)



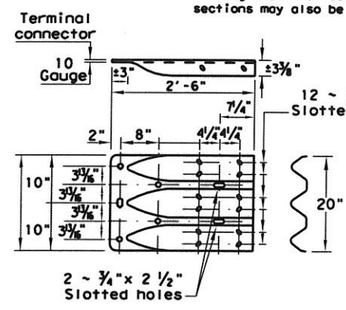
LOW FILL CULVERT POST

Culverts of 25 ft. or less, see GF(31)LS standard for "Long Span" option.

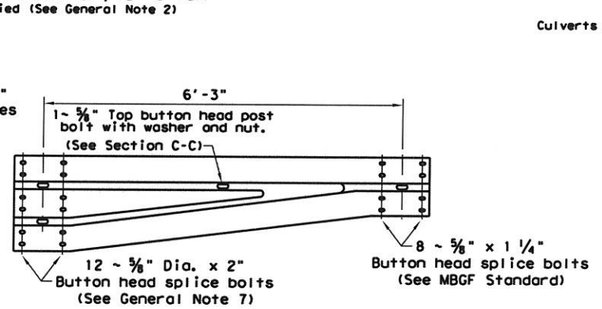
Epoxy Note:
Epoxy Anchor Option: This option may only be used if the culvert slab is 8" min. thick. Threaded anchor rods must be ⅞" Dia. ASTM A449 or A193 Grade B7 with heavy hex nut, and one hardened washer each. Embed anchor rods 6" with Hilti HIT RE 500 epoxy adhesive. Other Type III Class C epoxy adhesives meeting the requirements of DMS-6100, "Epoxies and Adhesives", may be used if it can be demonstrated that they meet or exceed the strength of Hilti HIT RE 500 with the same embedment depth and threaded rod dia. Follow the manufacturer's requirements for installing epoxied threaded rods. Extend rods ¼" min. beyond nut.

GENERAL NOTES

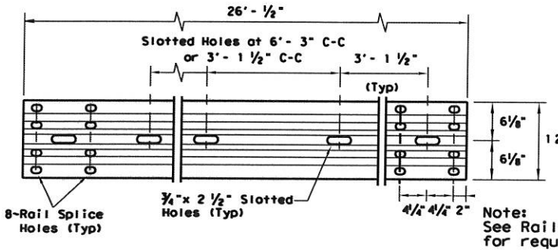
1. The type of post (round wood post, rectangular wood post, or steel post) will be as shown in the plans. The exact position of MBGF shall be shown in the plans or as directed by the Engineer. Steel posts to be galvanized in accordance with Item 445, "Galvanizing."
2. Rail element shall meet the requirements of Item 540, "Metal Beam Guard Fence" except as modified in the plans. The Contractor may furnish rail elements of 25'- 0", or 12'- 6" (nom.) lengths. Rail elements may have slotted holes at 3'-1½" C-C or 6'-3" C-C. A special length of rail may be manufactured to accommodate the downstream anchor terminal (DAT) and the transition sections of guardrail.
3. Button head "post" bolts (ASTM A307) shall be of sufficient length to extend through the full thickness of the nut (ASTM A563) and Type A (1 ¾" O.D.)washer and not more than 1" beyond it. Button head "splice" bolts (ASTM A307) are ⅝" x 1 ¼" (or 2" long at triple rail splices) with a ⅝" double recessed nut (ASTM A563). Thrie beam "connection" ⅞" dia. (ASTM A325) hex bolts shall be of sufficient length to extend through the full thickness of the rail, washers, and nuts.
4. Fittings (bolts, nuts, and washers) shall be galvanized in accordance with Item 445, "Galvanizing." Fittings shall be subsidiary to the bid item.
5. Crown shall be widened to accommodate the Metal Beam Guard Fence.
6. The lateral approach to the guard fence, shall have a maximum slope of 1V:10H.
7. If shown elsewhere in the plans or as directed by the Engineer, the guard fence may be flared at a rate of 25:1 or flatter.
8. Unless otherwise shown in the plans, guard fence placed in the vicinity of curbs shall be positioned so that the face of curb is located directly below or behind the face of the rail. Rail placed over curbs shall be installed so that the post bolt is located approximately 25 inches above the gutter pan or edge of shoulder.
9. If solid rock is encountered within 0 to 18" of the finished grade, drill a 22" dia. hole, or drill two 12" dia. front to back overlapping holes, 24" into the rock. If solid rock is encountered below 18", drill a 12" dia. hole, 12" into the rock or to the standard embedment depth, whichever maybe less. Any excess post length, after meeting these depths, may be field cut to ensure proper guardrail mounting height. Backfill with a cohesionless material.
10. Posts shall not be set in concrete, of any depth.
11. Special fabrication will be required at installations having a curvature of less than 150 ft. radius.
12. Unless otherwise shown in the plans, a composite material post and/or block that meets the requirements of DMS-7210, "Composite Material Posts and Blocks for Metal Beam Guard Fence" may be substituted for posts and/or blocks of similar dimensions. The Construction Division, TxDOT maintains a Material Producer List (MPL) for producers of materials conforming to DMS-7210. Only producers on the MPL may furnish composite material posts and/or blocks.
13. For posts located partially or wholly between precast box culvert units, the use of a cast-in-place concrete closure between boxes is required. See Detail "A" on Bridge Standard SCP-MD.



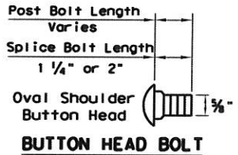
THRIE-BEAM TERMINAL CONNECTION
(SEE GENERAL NOTES 6 & 7 FOR REQUIRED HARDWARE)



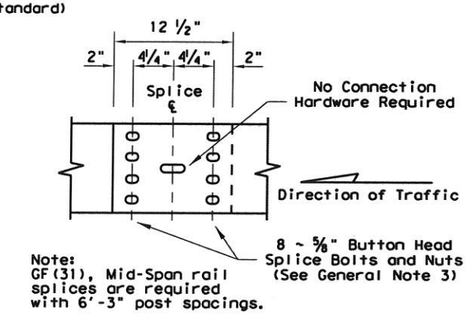
NON-SYMMETRICAL TRANSITION TO W-BEAM (10 Gauge)



ELEVATION 25'- 0" (NOM.) W-BEAM SECTION
12'- 6" RAIL SECTIONS MAY ALSO BE SUPPLIED (SEE GENERAL NOTE 2)

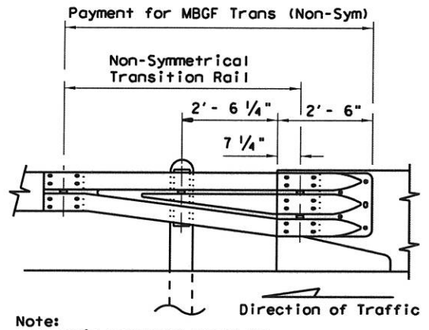


BUTTON HEAD BOLT
Post and Splice Bolts (See General Note 3)



Note: GF(31), Mid-Span rail splices are required with 6'-3" post spacings.

MID-SPAN RAIL SPLICE DETAIL



Note: All rail elements shall be lapped in the direction of adjacent traffic.

DOWNSTREAM RAIL ATTACHMENT

Texas Department of Transportation

Design Division Standard

METAL BEAM GUARD FENCE

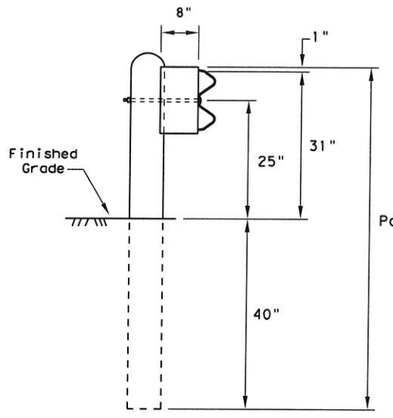
GF(31)-14

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	DIST	COUNTY		SHEET NO.

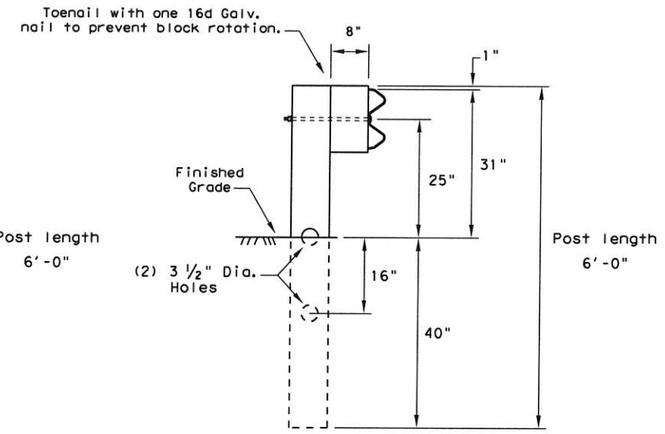
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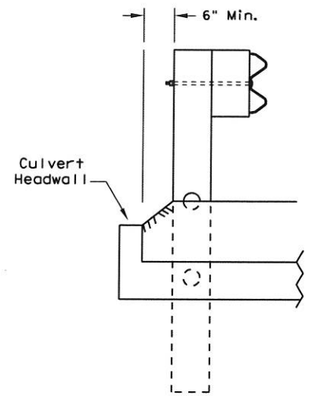


Standard Line Post Installation



Rectangular CRT Post (6"x 8" x 6' Long)

(6) CRT required.
See Elevation Detail for locations.

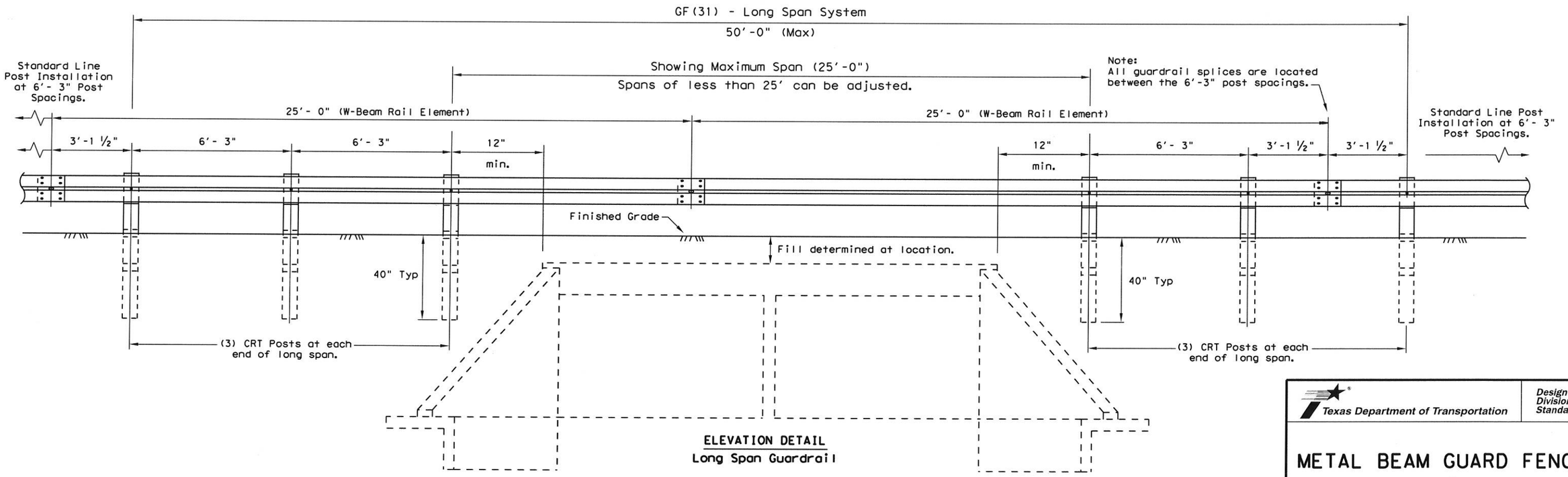


Lateral Offset Between the Guardrail and the Culvert Headwall

GENERAL NOTES

1. The type of line post (round wood post, rectangular wood post, or steel post) will be as shown in the plans. The exact position of the transitions shall be as shown in the plans or as directed by the Engineer. Steel posts to be galvanized in accordance with Item 445, "Galvanizing."
2. Rail element shall meet all requirements of Item 540, "Metal Beam Guard Fence" except as modified on the plans. The Contractor may furnish rail elements of 12 ½ or 25 foot nominal lengths.
3. Rail post holes are offset 3'- 1 ½" from standard guardrail to accommodate the midspan splicing.
4. Button head post bolts (ASTM A307) shall be of sufficient length to extend through the full thickness of the nut (ASTM A563) and no more than ¾" beyond it. Button head splice bolts (ASTM A307) are ⅝" x 1 ¼" with a ⅝" double recessed nut (ASTM A563). Galvanized fittings (bolts, nuts, and washers) shall be in accordance with Item, "Metal For Structures". Fittings shall be subsidiary to the bid item requiring construction of transition.
5. Where solid rock is encountered or where shown on the plans, the diameter of the holes shall be approximantley 12 inches, the backfilling shall be with a cohesionless material, and embedment depth shall be 1' - 6" or more as directed by the Engineer.
6. Posts shall not be set in concrete, of any depth.
7. Refer to GF(31) Standard Sheet for additional details.

NOTE: Field drilled holes shall be repaired in accordance with Item 445, "Galvanizing". Flame cutting of holes in guardrail shall not be permitted.



ELEVATION DETAIL
Long Span Guardrail

Texas Department of Transportation | Design Division Standard

METAL BEAM GUARD FENCE
(Long Span)

GF(31)LS-14

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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.

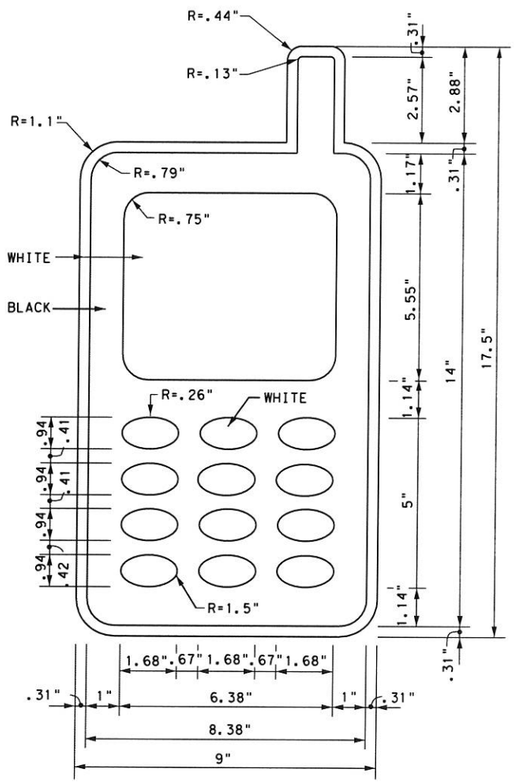
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.

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

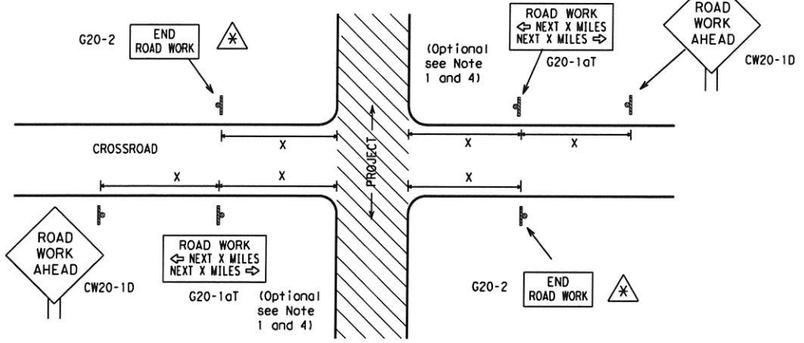
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REVISIONS 4-03 5-10 8-14 9-07 7-13	DIST	COUNTY		SHEET NO.

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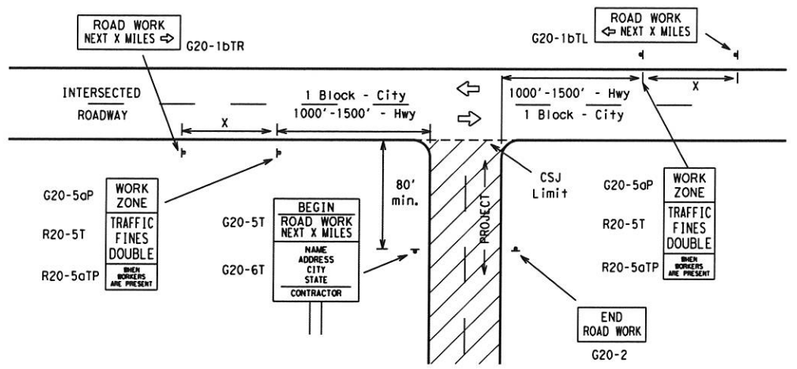
TYPICAL LOCATION OF CROSSROAD SIGNS



(*) May be mounted on back of "ROAD WORK AHEAD"(CW20-1D) sign with approval of Engineer. (See note 2 below)

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D)sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK"(G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES"(G20-1aT)sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING[1,5,6]

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20[4], CW21, CW22, CW23, CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign Spacing "X" (Δ)
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500[2]
60	600[2]
65	700[2]
70	800[2]
75	900[2]
80	1000[2]
*	*[3]

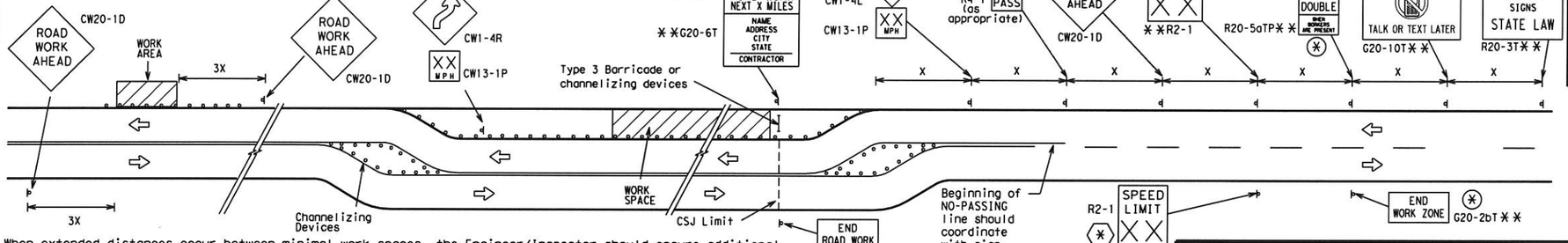
(*) For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

(Δ) Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D)signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

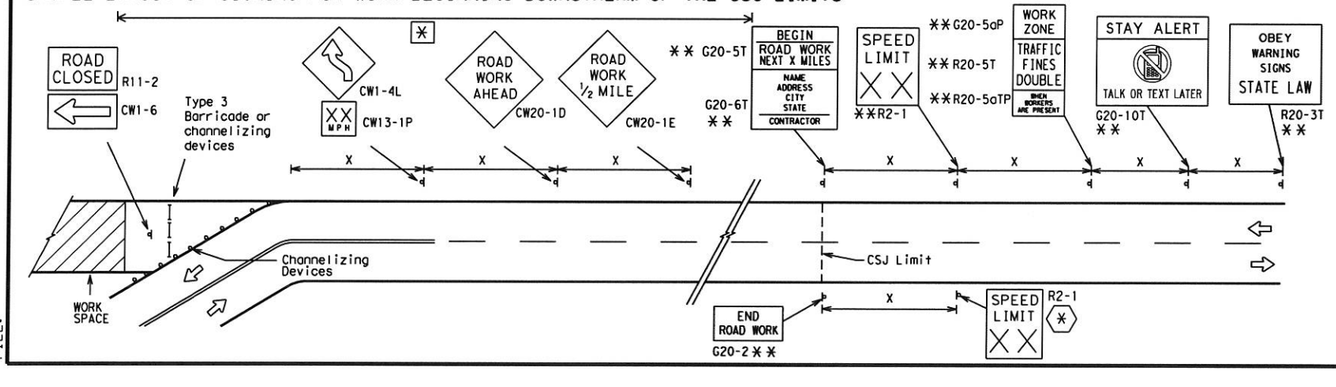
WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20-1D)signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES"(G20-5T)sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

(*) The "BEGIN WORK ZONE"(G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

* * Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC FINES DOUBLE signs will not be required on projects consisting solely of mobile operations work.

(*) Area for placement of "ROAD WORK AHEAD" (CW20-1D)sign and other signs or devices as called for on the Traffic Control Plan.

(*) Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND

⊢⊣	Type 3 Barricade
○○○	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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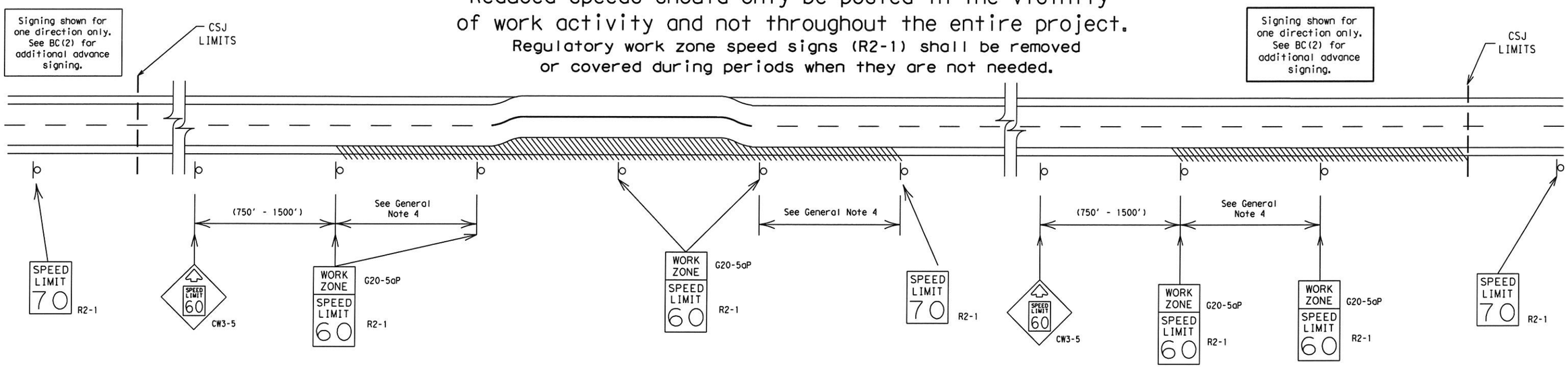
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TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.

Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the travelled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater 0.2 to 2 miles
   35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the"ADVANCE SPEED LIMIT"(CW3-5)sign, "WORK ZONE"(G20-5aP) plaque and the "SPEED LIMIT"(R2-1)signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Law enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

Texas Department of Transportation

Traffic Operations Division Standard

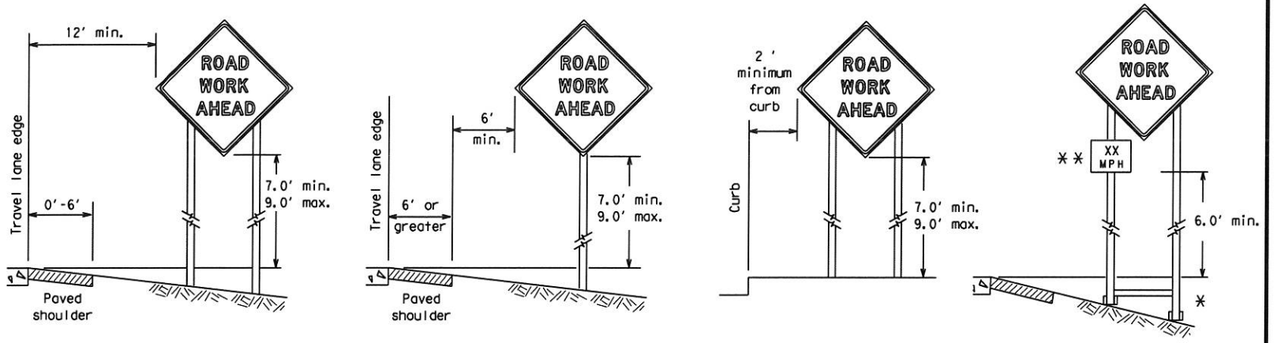
BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC(3)-14

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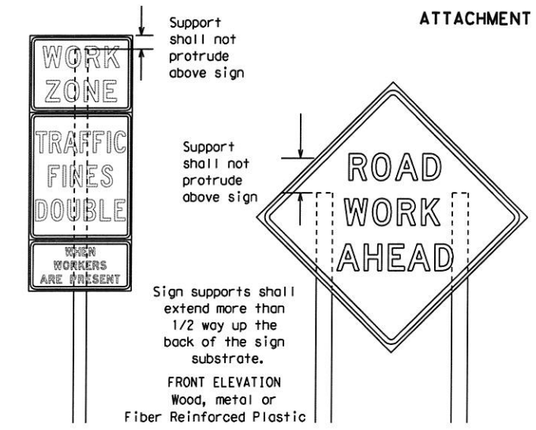
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



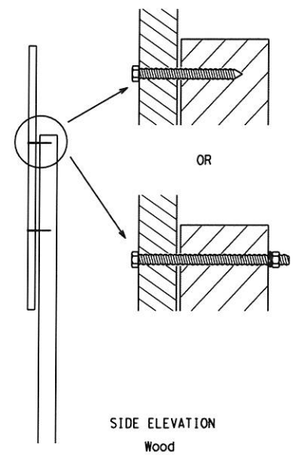
* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

** When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS



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.

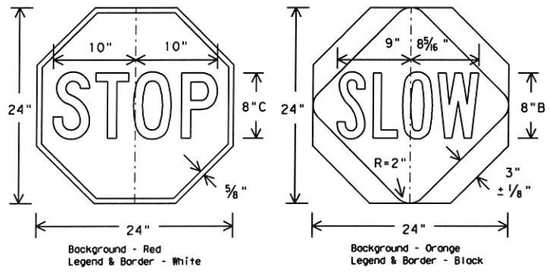


Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

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.

Texas Department of Transportation

Traffic Operations Division Standard

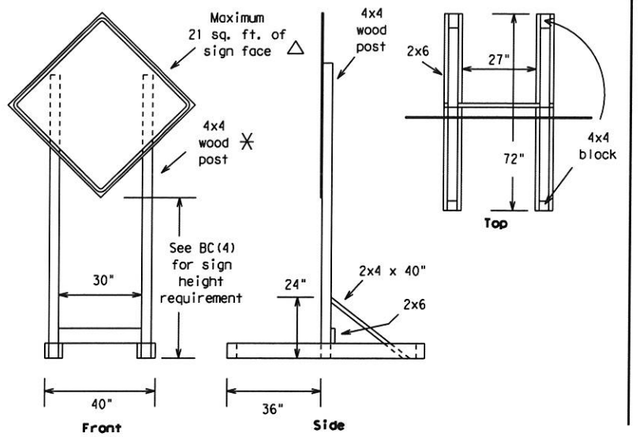
BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

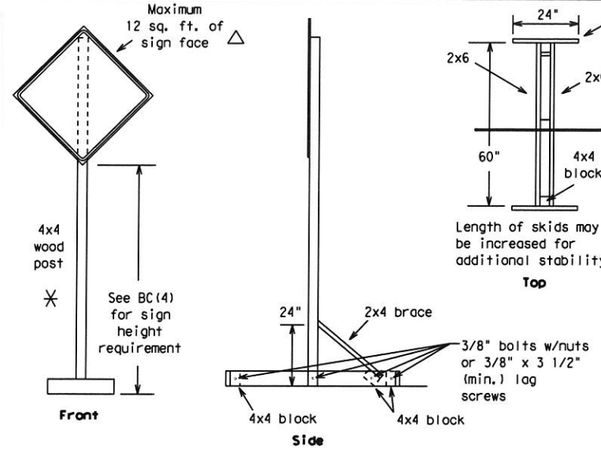
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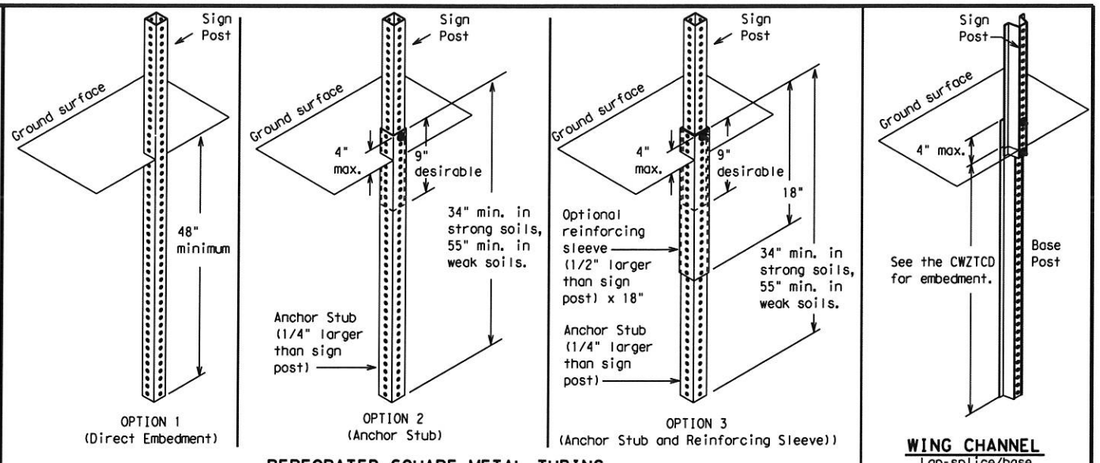
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SKID MOUNTED WOOD SIGN SUPPORTS

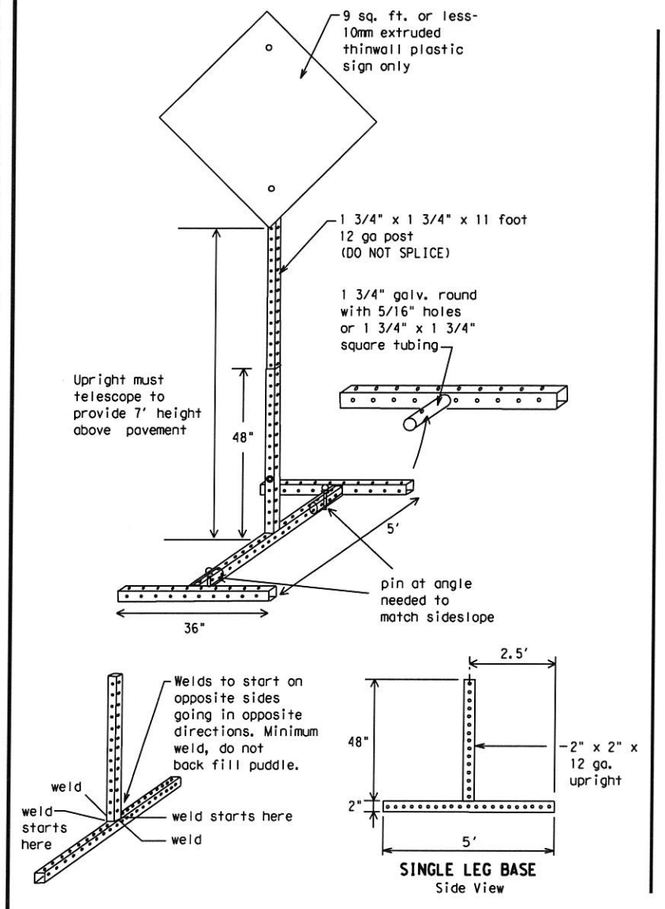
LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

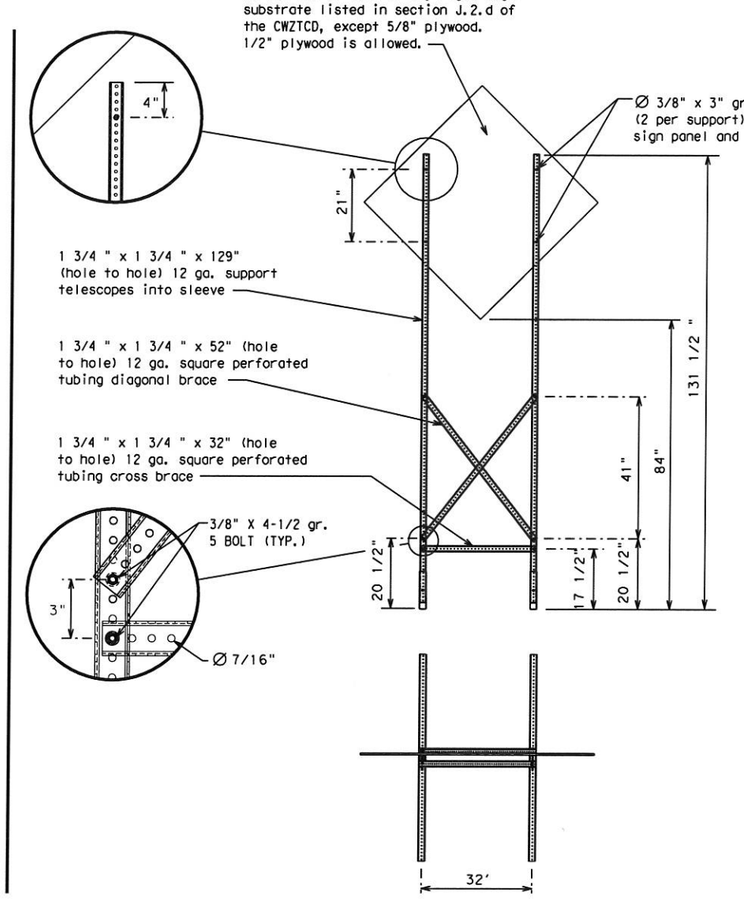


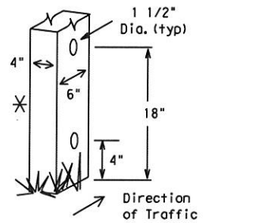
PERFORATED SQUARE METAL TUBING

GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.

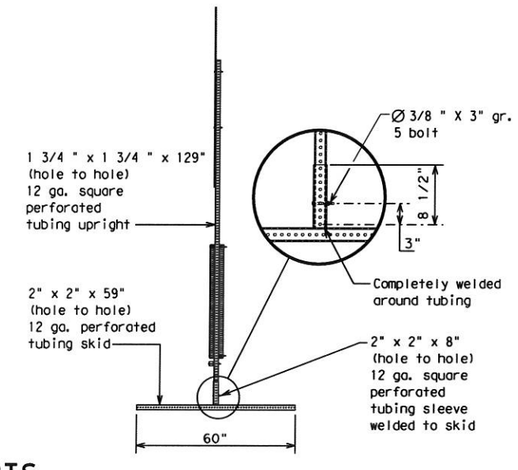






Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS



WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

□ See BC(4) for definition of "Work Duration."

✳ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

SHEET 5 OF 12

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-14

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SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT

WORD OR PHRASE	ABBREVIATION
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation # IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

- FREEWAY CLOSED X MILE
- FRONTAGE ROAD CLOSED
- ROAD CLOSED AT SH XXX
- SHOULDER CLOSED XXX FT
- ROAD CLSD AT FM XXXX
- RIGHT LN CLOSED XXX FT
- RIGHT X LANES CLOSED
- RIGHT X LANES OPEN
- CENTER LANE CLOSED
- DAYTIME LANE CLOSURES
- NIGHT LANE CLOSURES
- I-XX SOUTH EXIT CLOSED
- VARIOUS LANES CLOSED
- EXIT XXX CLOSED X MILE
- EXIT CLOSED
- RIGHT LN TO BE CLOSED
- MALL DRIVEWAY CLOSED
- X LANES CLOSED TUE - FRI
- XXXXXXXX BLVD CLOSED

Other Condition List

- ROADWORK XXX FT
- ROAD REPAIRS XXXX FT
- FLAGGER XXXX FT
- LANE NARROWS XXXX FT
- RIGHT LN NARROWS XXXX FT
- TWO-WAY TRAFFIC XX MILE
- MERGING TRAFFIC XXXX FT
- CONST TRAFFIC XXX FT
- LOOSE GRAVEL XXXX FT
- UNEVEN LANES XXXX FT
- DETOUR X MILE
- ROUGH ROAD XXXX FT
- ROADWORK PAST SH XXXX
- ROADWORK NEXT FRI-SUN
- BUMP XXXX FT
- US XXX EXIT X MILES
- TRAFFIC SIGNAL XXXX FT
- LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

- MERGE RIGHT
- FORM X LINES RIGHT
- DETOUR NEXT X EXITS
- USE XXXXX RD EXIT
- USE EXIT XXX
- USE EXIT I-XX NORTH
- STAY ON US XXX SOUTH
- USE I-XX E TO I-XX N
- TRUCKS USE US XXX N
- WATCH FOR TRUCKS
- WATCH FOR TRUCKS
- EXPECT DELAYS
- EXPECT DELAYS
- PREPARE TO STOP
- REDUCE SPEED XXX FT
- END SHOULDER USE
- USE OTHER ROUTES
- WATCH FOR WORKERS
- STAY IN LANE *

Location List

- AT FM XXXX
- BEFORE RAILROAD CROSSING
- NEXT X MILES
- PAST US XXX EXIT
- XXXXXXX TO XXXXXXX
- US XXX TO FM XXXX

Warning List

- SPEED LIMIT XX MPH
- MAXIMUM SPEED XX MPH
- MINIMUM SPEED XX MPH
- ADVISORY SPEED XX MPH
- RIGHT LANE EXIT
- USE CAUTION
- DRIVE SAFELY
- DRIVE WITH CARE

** Advance Notice List

- TUE-FRI XX AM- X PM
- APR XX-XX X PM-X AM
- BEGINS MONDAY
- BEGINS MAY XX
- MAY X-X XX PM - XX AM
- NEXT FRI-SUN
- XX AM TO XX PM
- NEXT TUE AUG XX
- TONIGHT XX PM- XX AM

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol"(CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

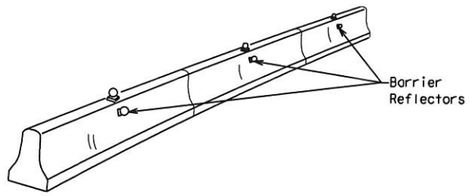
BC(6)-14

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©TxDOT	November 2002	CONT	SECT	JOB	HIGHWAY
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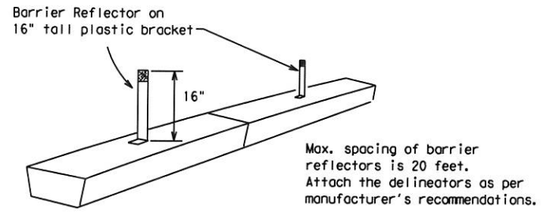
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1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

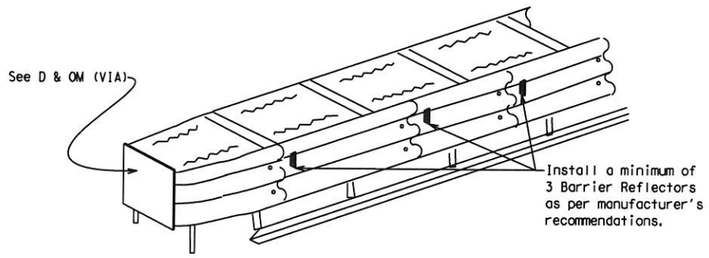


CONCRETE TRAFFIC BARRIER (CTB)

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)

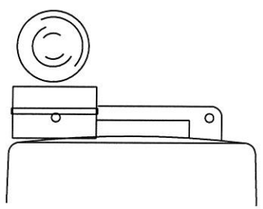


DELINEATION OF END TREATMENTS

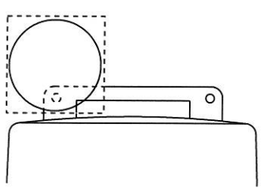
END TREATMENTS FOR CTB'S USED IN WORK ZONES

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

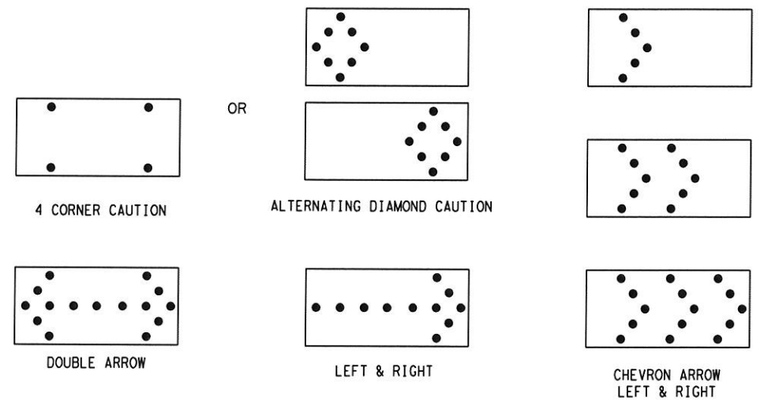
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing 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:

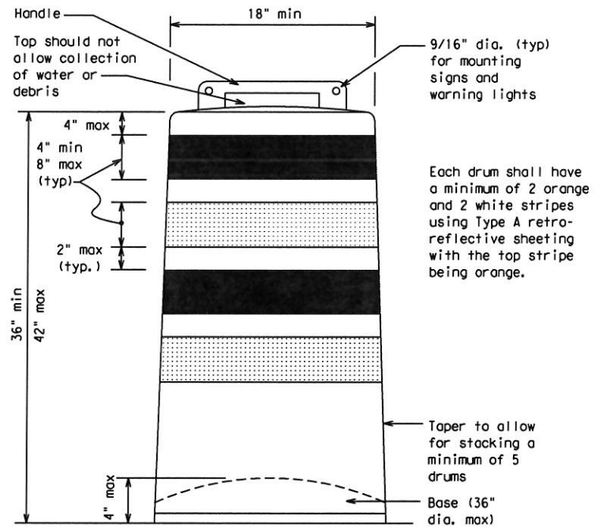
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents 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.

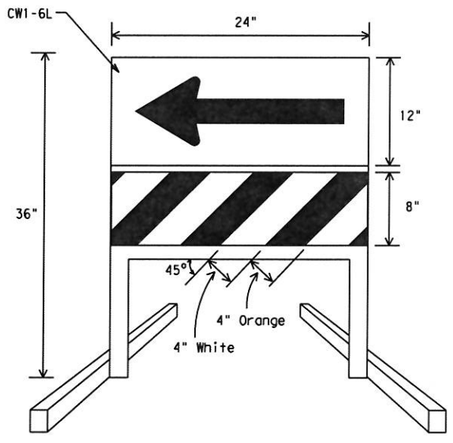
RETROREFLECTIVE SHEETING

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

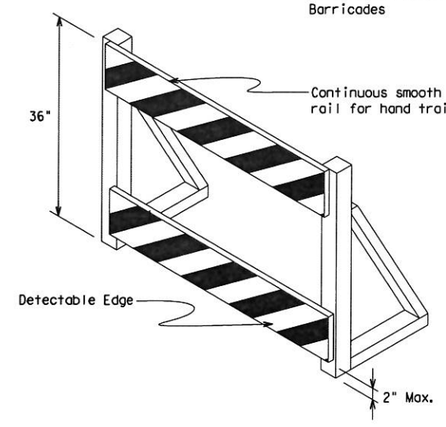
1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other 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.



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer



12" x 24"
Vertical Panel
mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

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Traffic Operations Division Standard

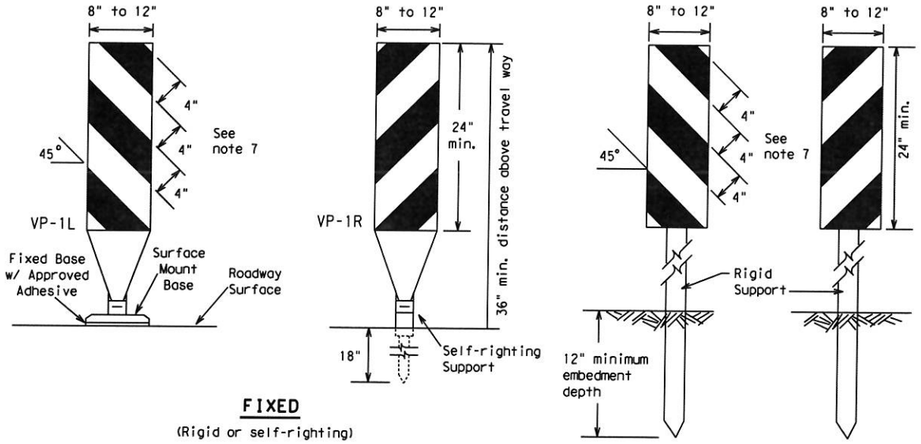
BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-14

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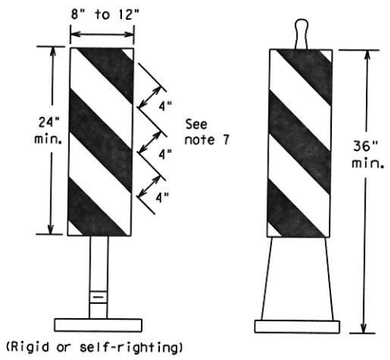
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FIXED
(Rigid or self-righting)

DRIVEABLE

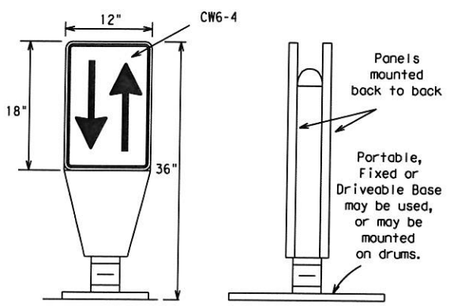


(Rigid or self-righting)

PORTABLE

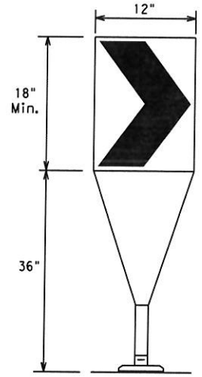
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is 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)



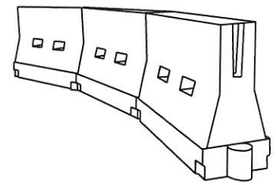
Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

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

BC(9)-14

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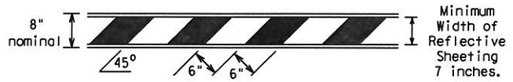
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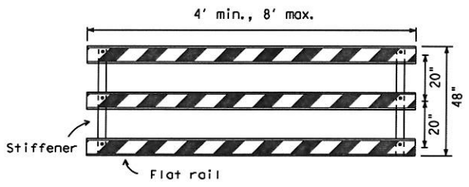
TYPE 3 BARRICADES

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.



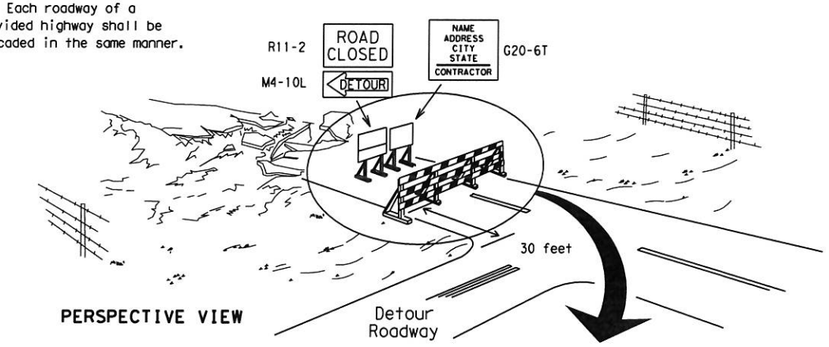
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



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

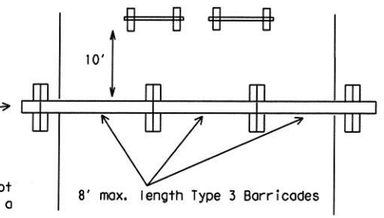
Each roadway of a divided highway shall be barricaded in the same manner.



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.

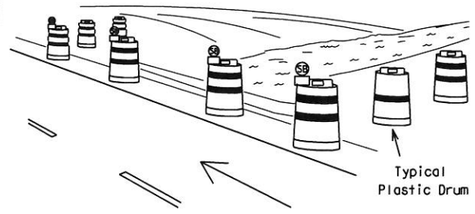
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

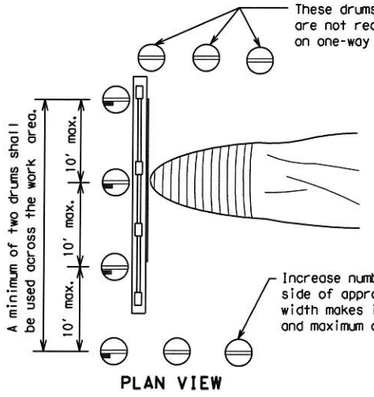
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

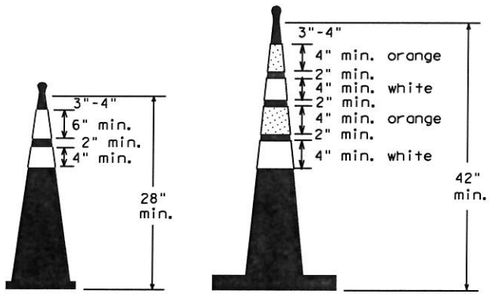
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder 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

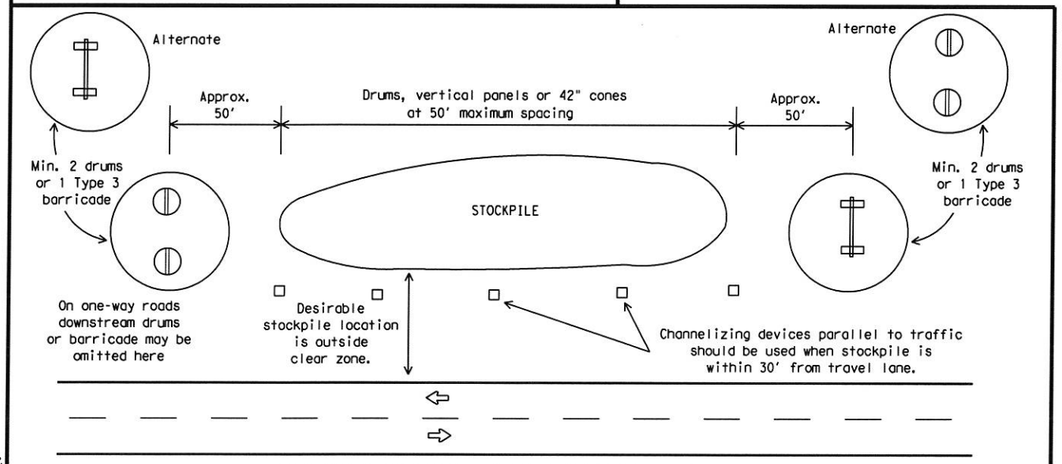
CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



28" Cones shall have a minimum weight of 9 1/2 lbs.

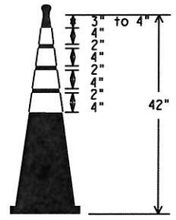
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

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.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



EDGELINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the 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.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

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WORK ZONE PAVEMENT MARKINGS

GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

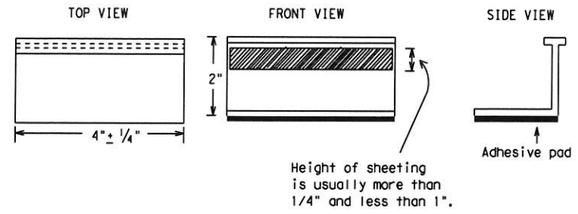
MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
   A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
   B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

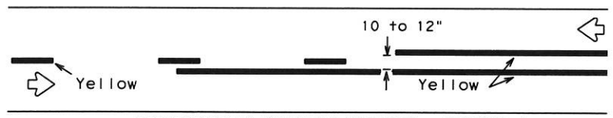
BC(11)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS				
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1-02 7-13				
11-02 8-14				

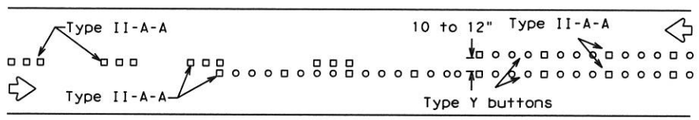
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DATE:
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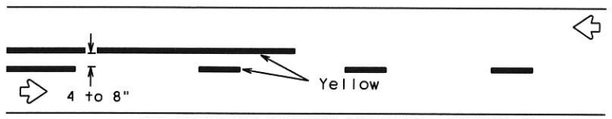
PAVEMENT MARKING PATTERNS



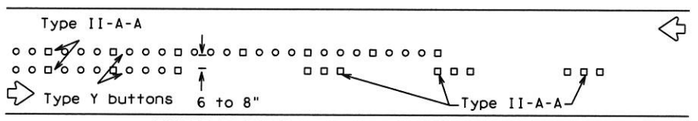
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN A



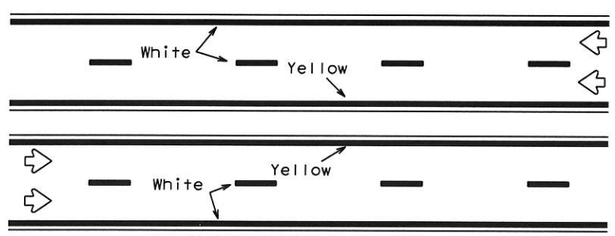
REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



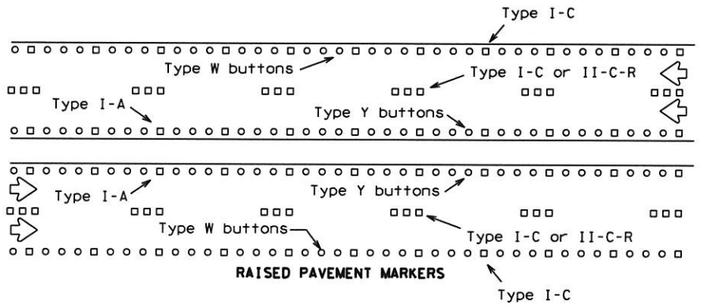
RAISED PAVEMENT MARKERS - PATTERN B

Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer.
Prefabricated markings may be substituted for reflectorized pavement markings.

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



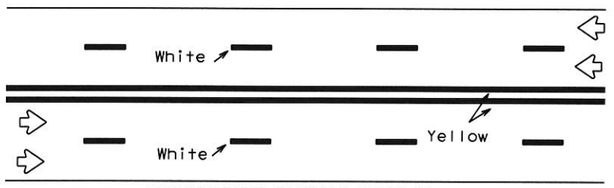
REFLECTORIZED PAVEMENT MARKINGS



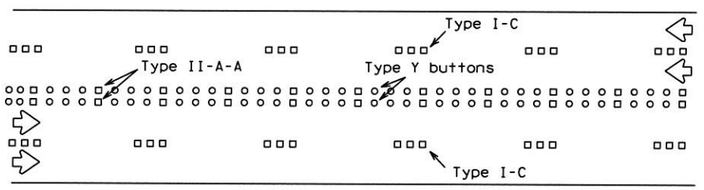
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



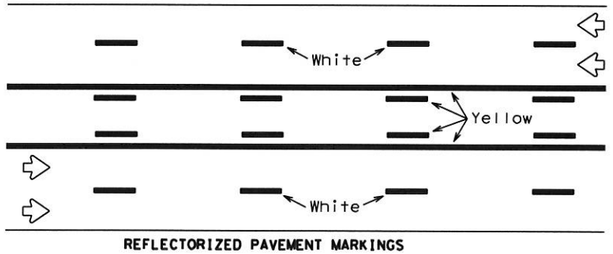
REFLECTORIZED PAVEMENT MARKINGS



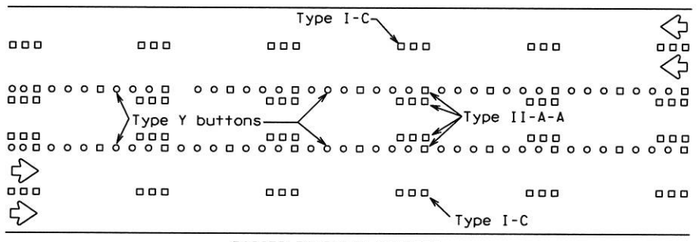
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS



RAISED PAVEMENT MARKERS

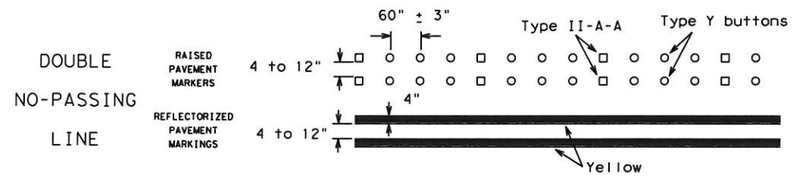
Prefabricated markings may be substituted for reflectorized pavement markings.

TWO-WAY LEFT TURN LANE

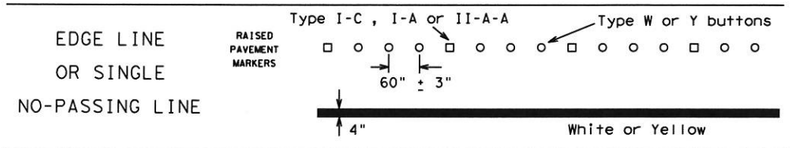
STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS

SOLID LINES

DOUBLE NO-PASSING LINE

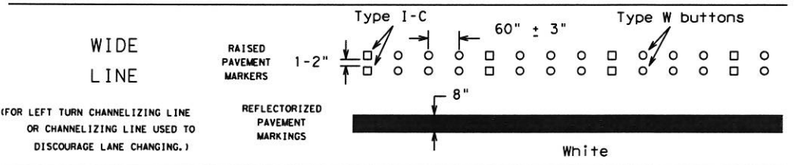


EDGE LINE OR SINGLE NO-PASSING LINE



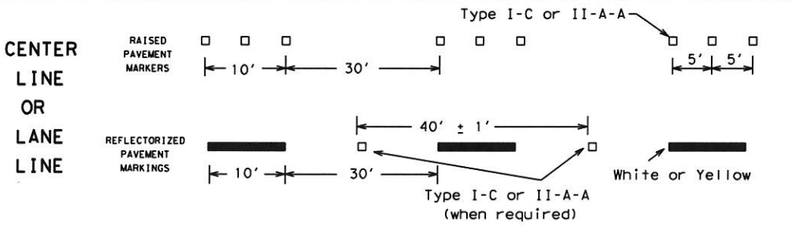
WIDE LINE

(FOR LEFT TURN CHANNELIZING LINE OR CHANNELIZING LINE USED TO DISCOURAGE LANE CHANGING.)

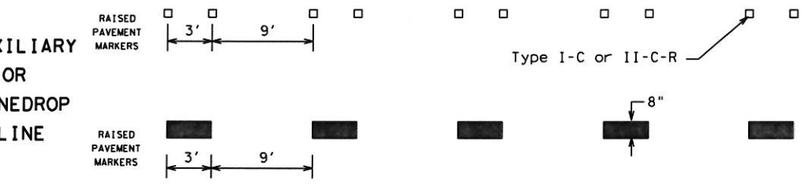


BROKEN LINES

CENTER LINE OR LANE LINE

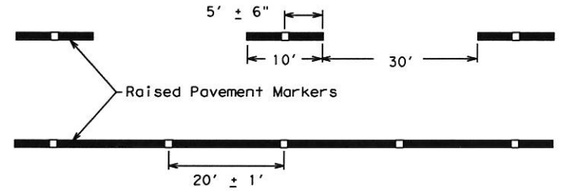


AUXILIARY OR LANEDROP LINE



REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



Centerline only - not to be used on edge lines

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

Texas Department of Transportation

Traffic Operations Division Standard

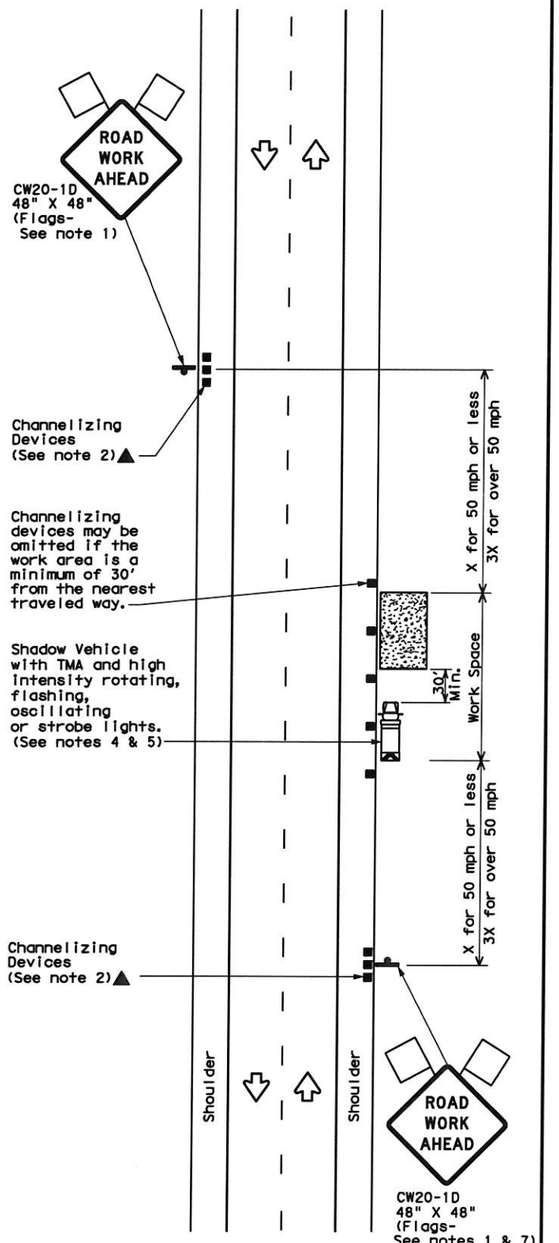
BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC(12)-14

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©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
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2-98 7-13				
11-02 8-14				

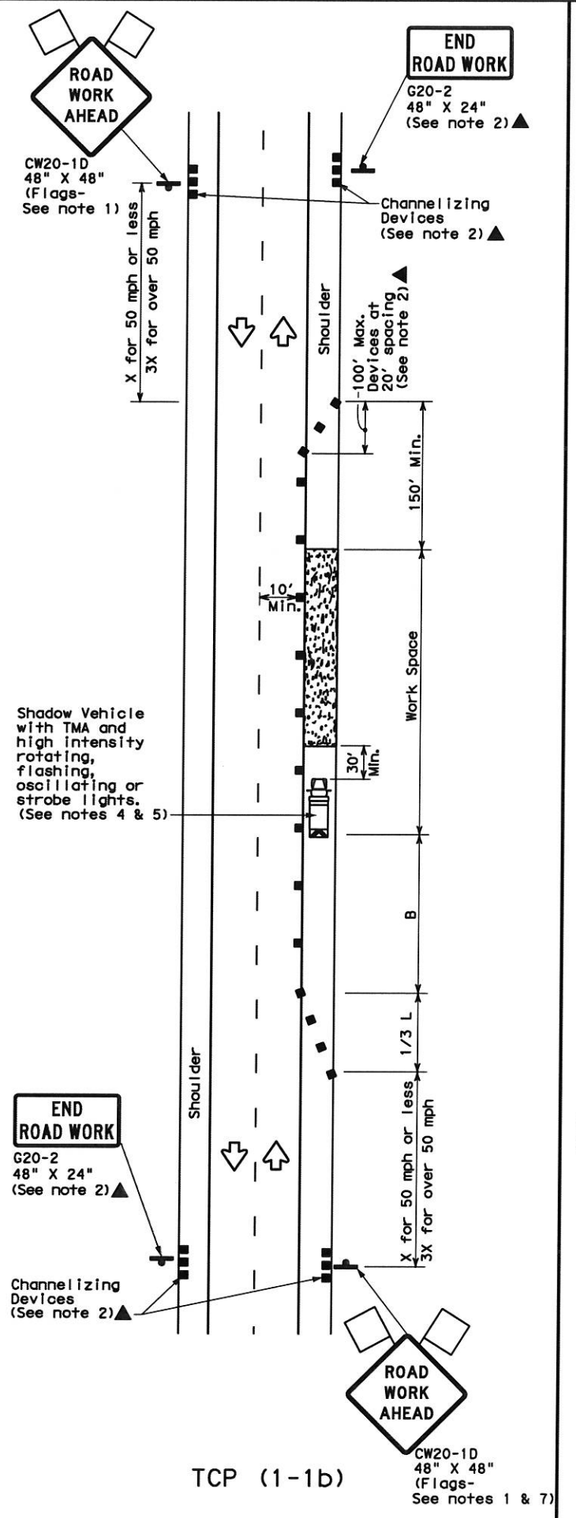
106

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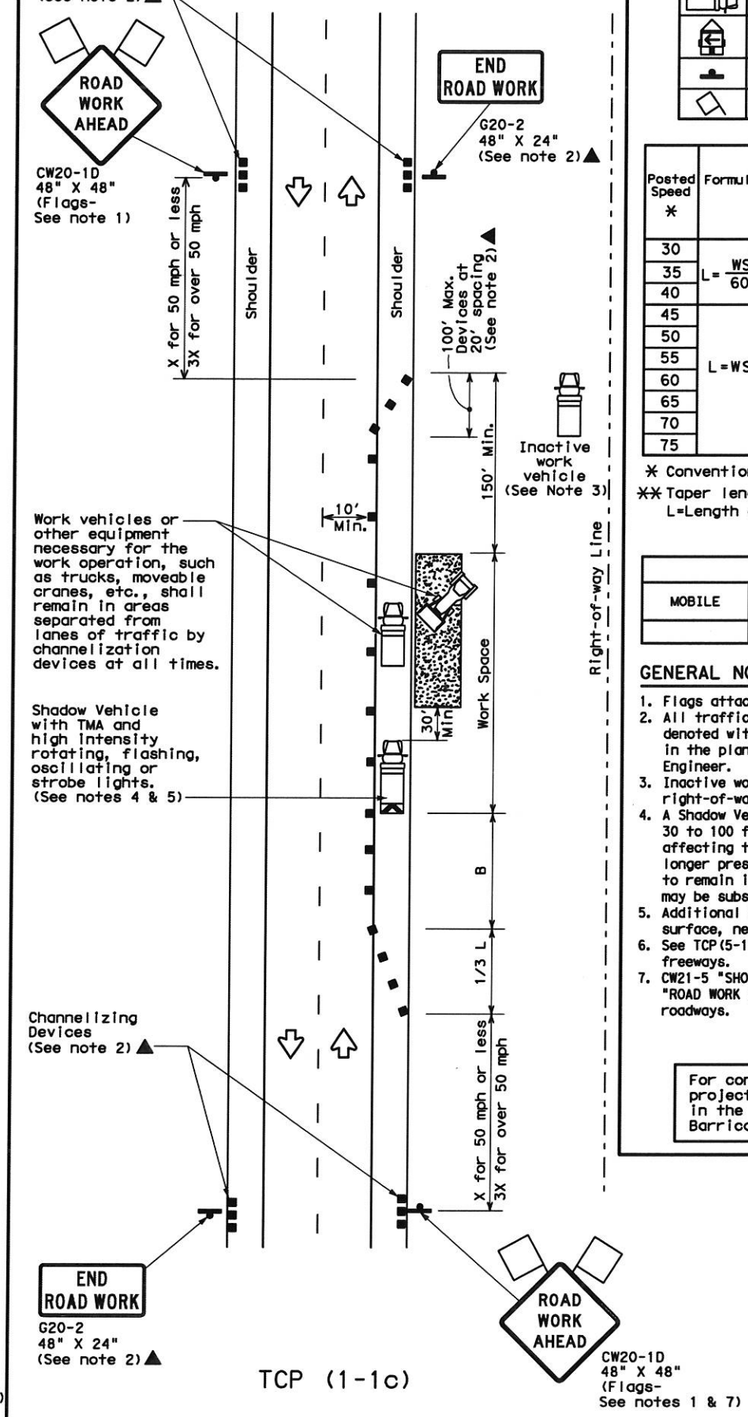
TCP (1-1a)

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

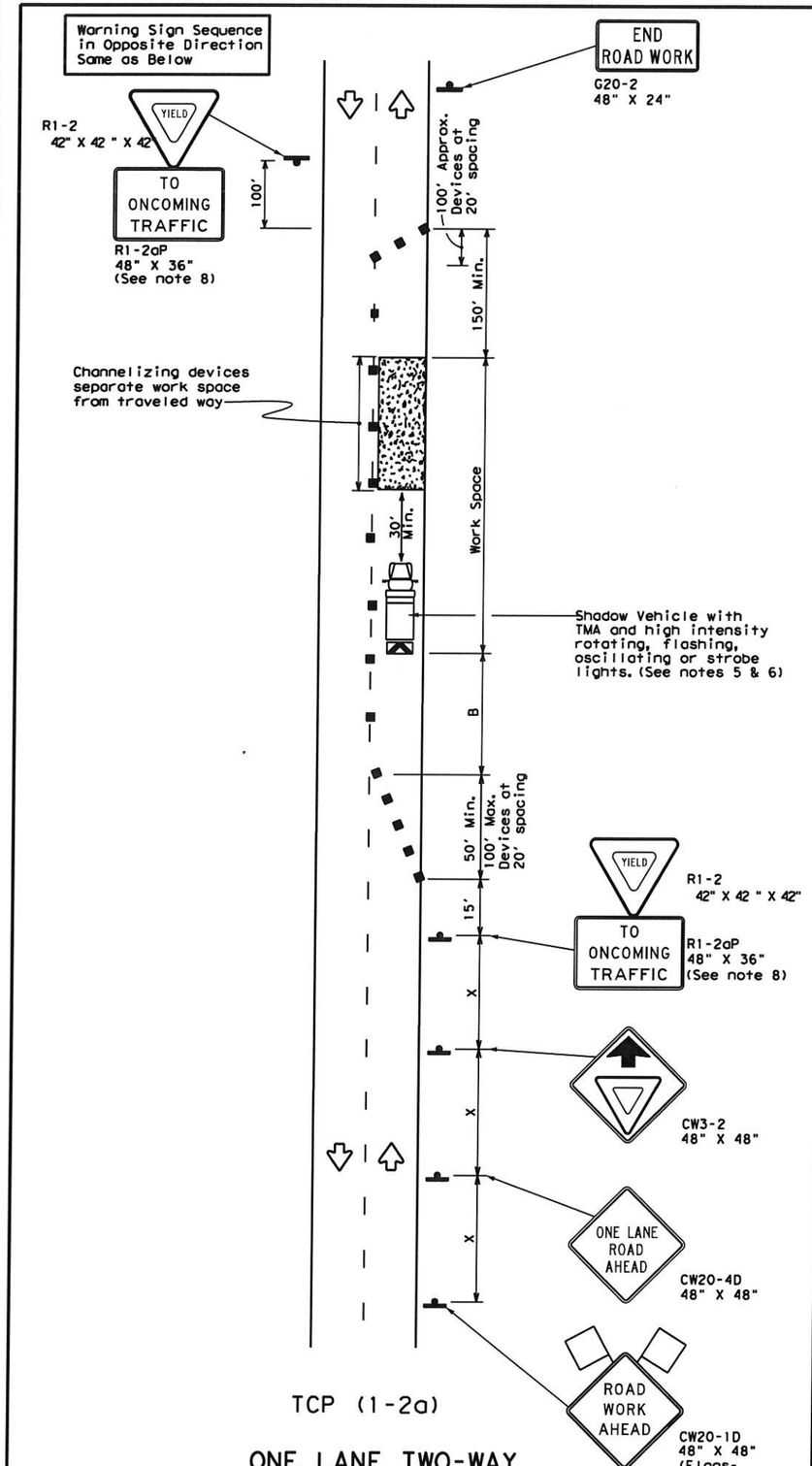
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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.

REVISIONS
2-94 2-12
8-95
1-97
4-98

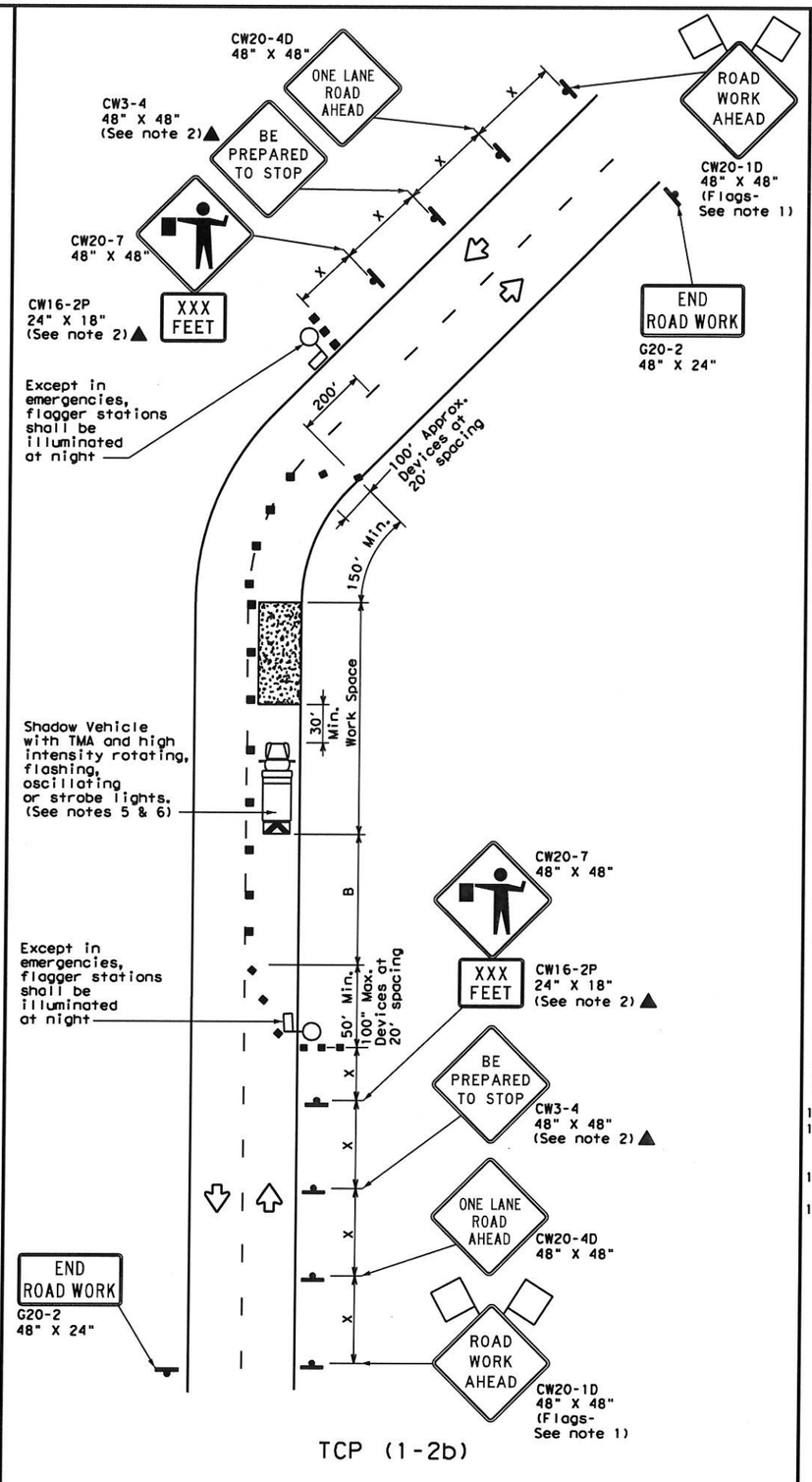
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TCP (1-2a)

ONE LANE TWO-WAY
CONTROL WITH YIELD SIGNS
(Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY
CONTROL WITH FLAGGERS

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY
TRAFFIC CONTROL

TCP(1-2)-12

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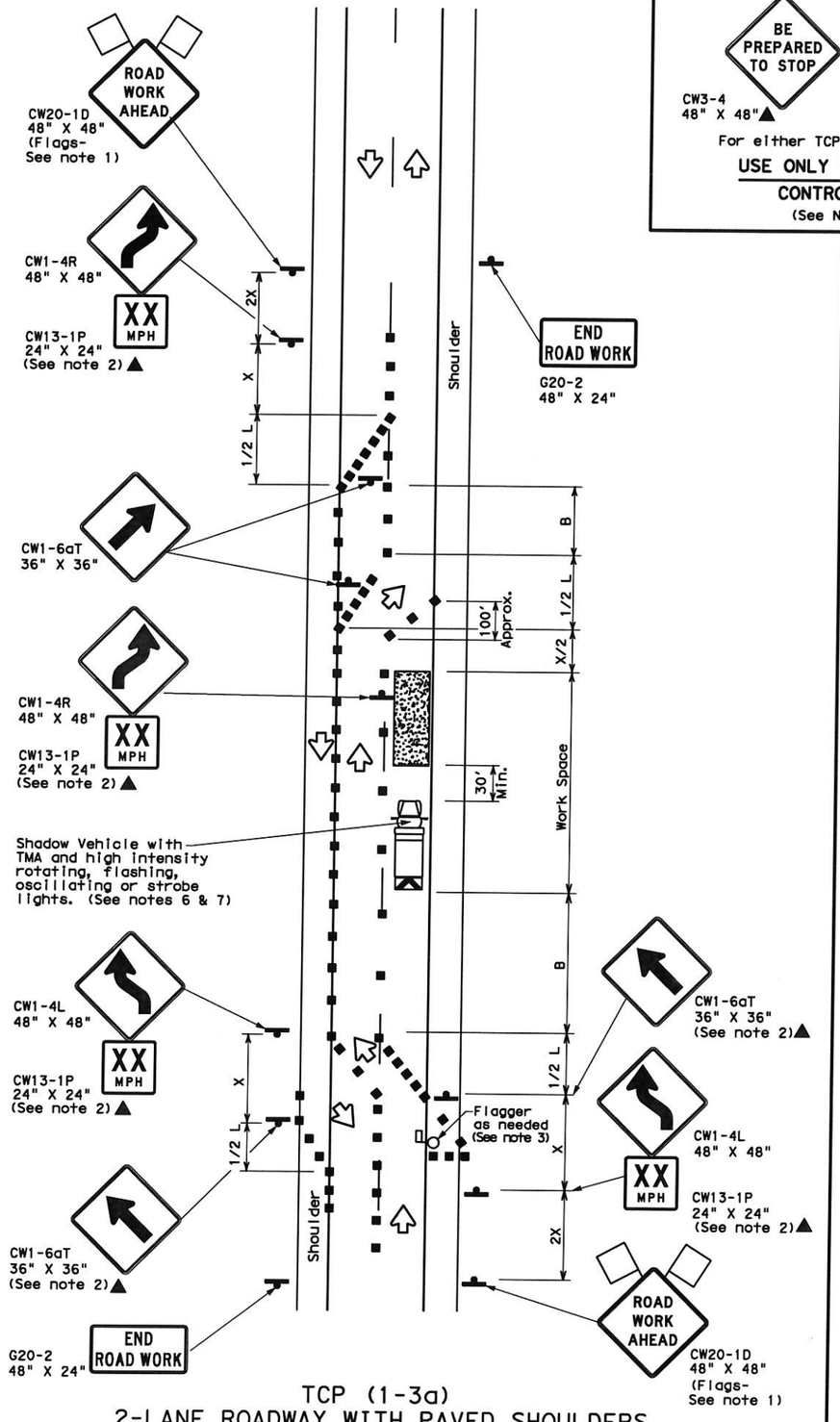
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REVISIONS	CONT	SECT	JOB	HIGHWAY
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1-97	DIST	COUNTY		SHEET NO.
4-98				

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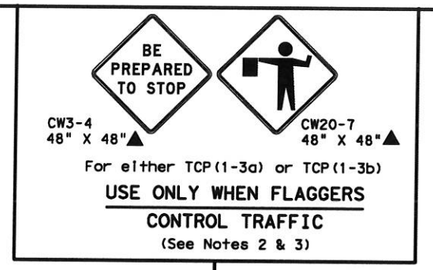
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TCP (1-3a)
2-LANE ROADWAY WITH PAVED SHOULDERS

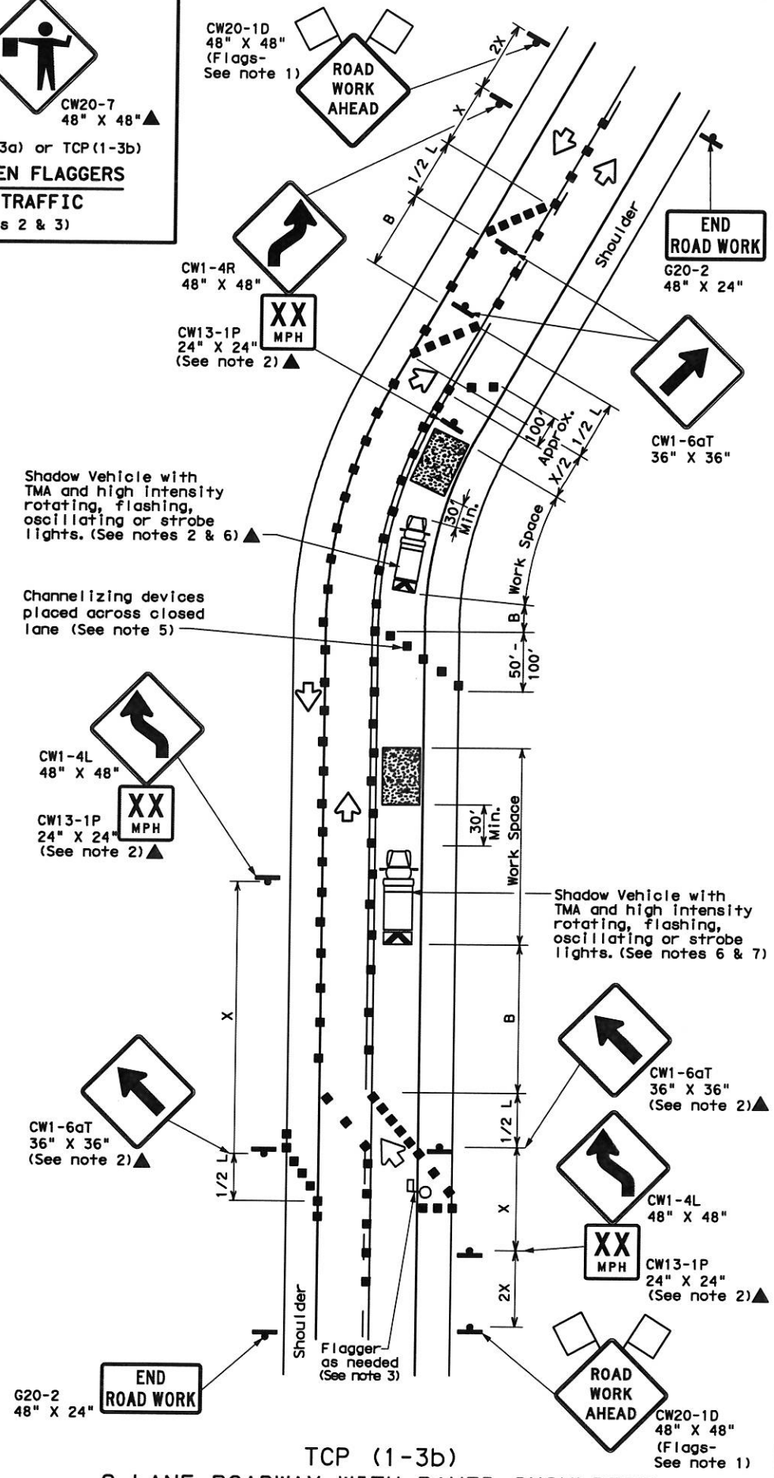
ONE LANE CLOSED
ADEQUATE FIELD OF VIEW



For either TCP(1-3a) or TCP(1-3b)

USE ONLY WHEN FLAGGERS CONTROL TRAFFIC

(See Notes 2 & 3)



TCP (1-3b)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
INADEQUATE FIELD OF VIEW

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Flagger control should NOT be used unless roadway conditions or heavy traffic volume require additional emphasis to safely control traffic. Additional flaggers may be positioned in advance of traffic queues to alert traffic to reduce speed.
4. DO NOT PASS, PASS WITH CARE and construction regulatory speed zone signs may be installed downstream of the ROAD WORK AHEAD signs.
5. When the work zone is made up of several work spaces, channelizing devices should be placed laterally across the closed lane to re-emphasize closure. Laterally placed channelizing devices should be repeated every 500 to 1000 feet in urban areas and every 1/4 to 1/2 mile in rural areas.
6. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
7. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
8. Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20', or 15' if posted speed are 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the area of conflicting markings not the entire work zone.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN
TRAFFIC SHIFTS ON TWO LANE ROADS

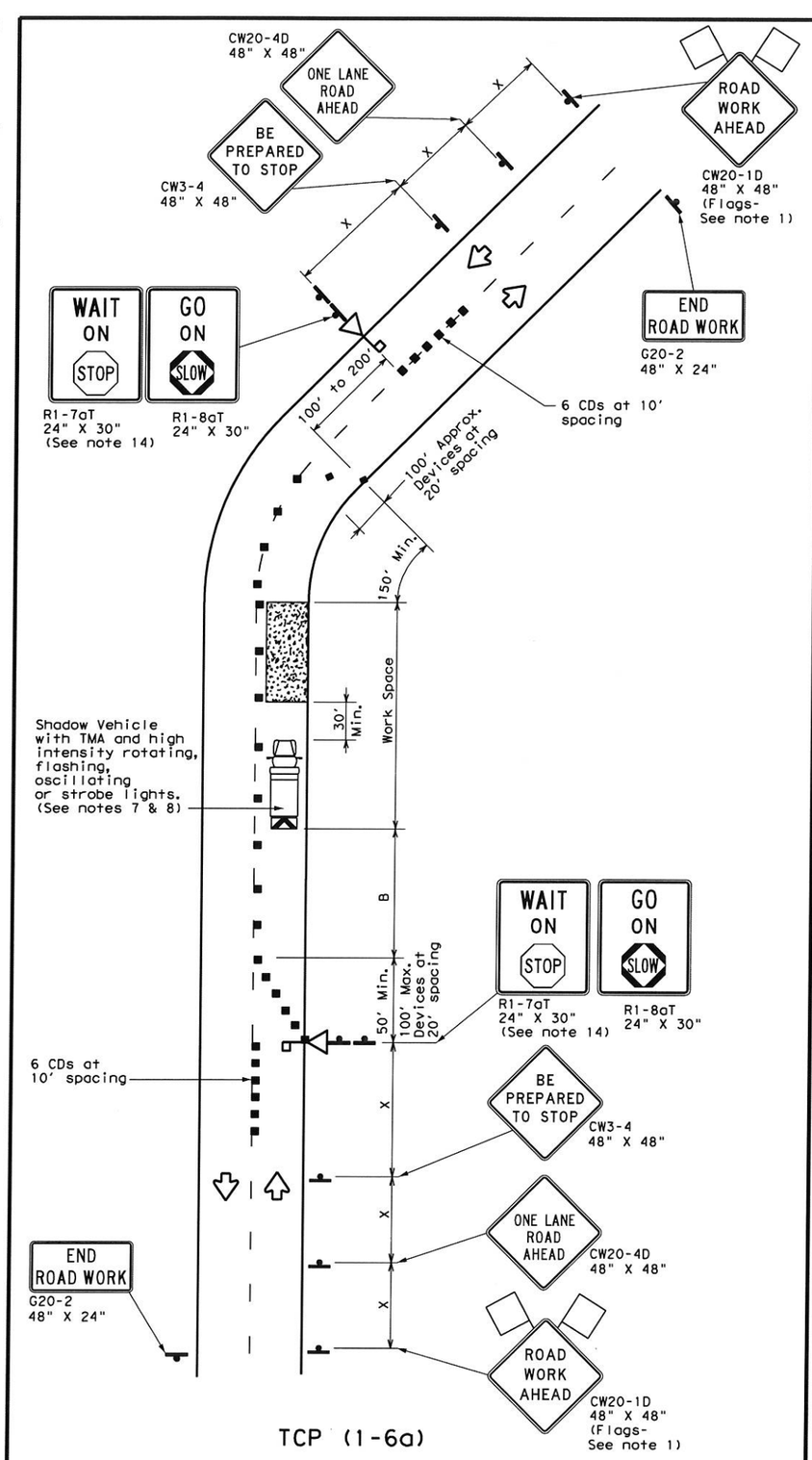
TCP(1-3)-12

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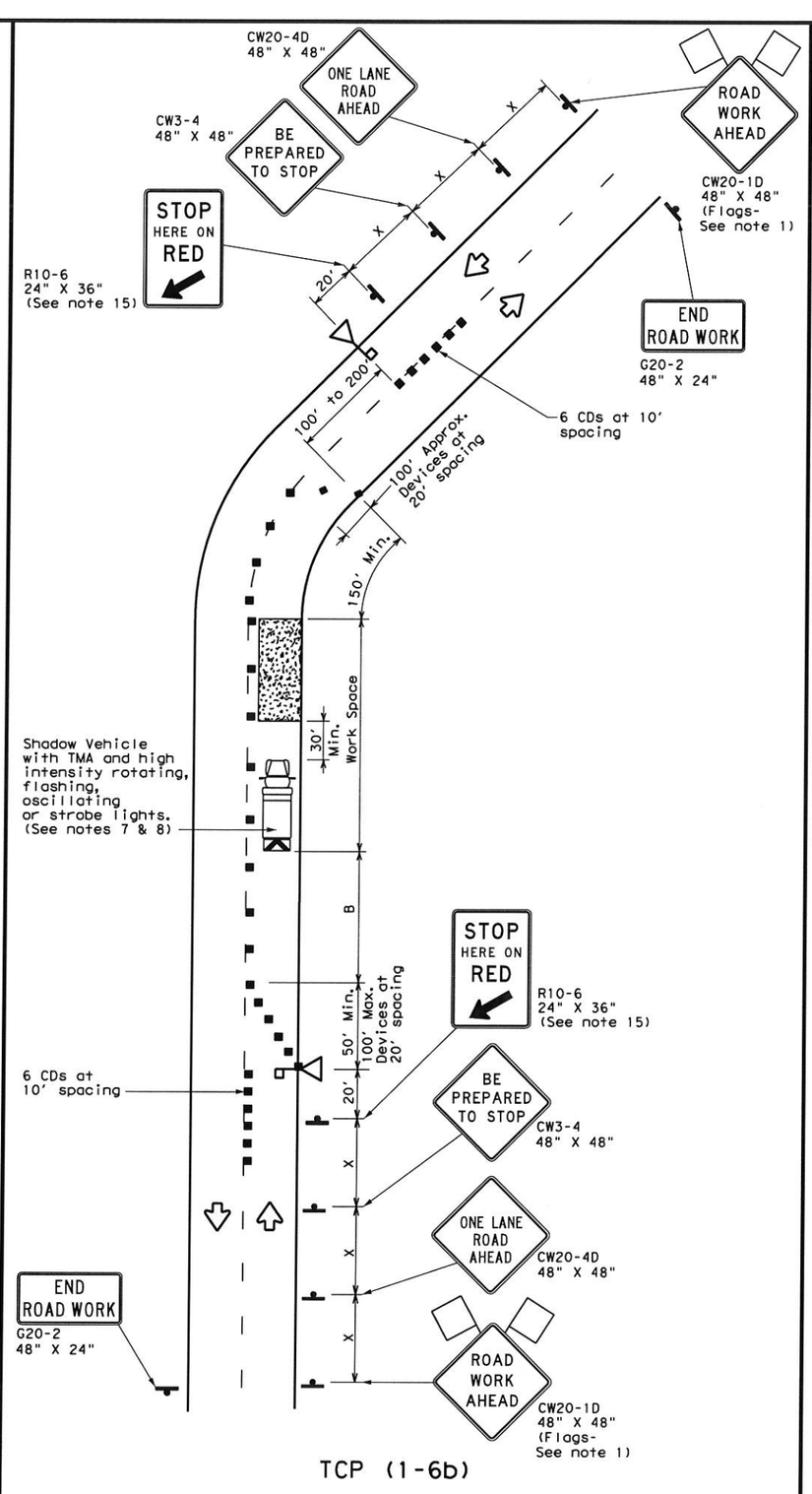
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8-95	DIST	COUNTY		SHEET NO.
1-97				
4-98				

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TCP (1-6a)

ONE LANE TWO-WAY CONTROL WITH STOP/SLOW AFADs



TCP (1-6b)

ONE LANE TWO-WAY CONTROL WITH RED/YELLOW LENS AFADs

LEGEND			
	Type 3 Barricade		Channelizing Devices (CDs)
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Automated Flagger Assistance Device (AFAD)	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. AFADs shall only be used in situations where there is one lane of approaching traffic in the direction to be controlled.
3. Adequate stopping sight distance must be provided to each AFAD location for approaching traffic. (See table above).
4. Each AFAD shall be operated by a qualified/certified flagger. Flaggers operating AFADs shall not leave them unattended while they are in use.
5. One flagger may operate two AFADs only when the flagger has an unobstructed view of both AFADs and of the approaching traffic in both directions.
6. When pilot cars are used, a flagger controlling traffic shall be located on each approach. AFADs shall not be operated by the pilot car operator.
7. All AFADs shall be equipped with gate arms with an orange or fluorescent red-orange flag attached to the end of the gate arm. The flag shall be a minimum of 16" square.
8. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
9. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
10. Flaggers should use two-way radios or other methods of communication to control traffic.
11. Length of work space should be based on the ability of flaggers to communicate.
12. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the AFAD.
13. Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
14. The R1-7aT "WAIT ON STOP" sign and the R1-8aT "GO ON SLOW" sign shall be installed at the AFAD location on separate supports or they may be fabricated as one 48" x 30" sign. They shall not obscure the face of the STOP/SLOW AFAD.
15. The R10-6 "STOP HERE ON RED" arrow sign shall be offset so as not to obscure the lenses of the AFAD.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN
AUTOMATED FLAGGER ASSISTANCE DEVICES (AFADS)
TCP(1-6)-12

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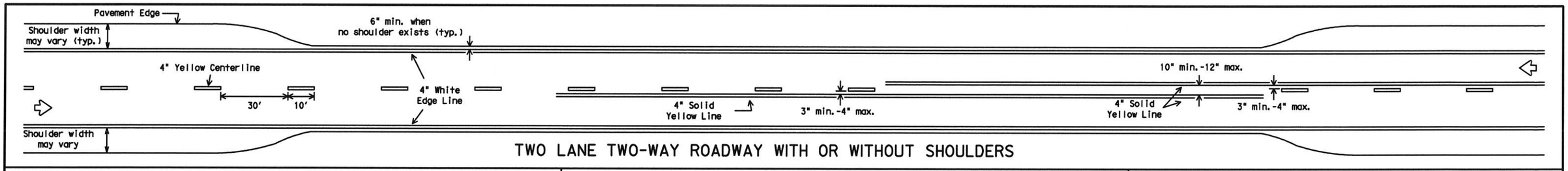
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DIST	COUNTY		SHEET NO.

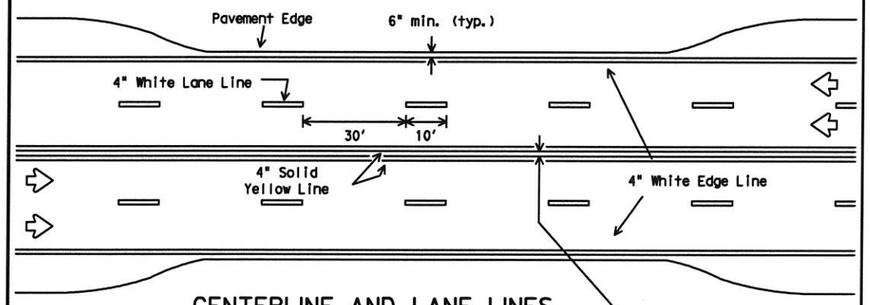
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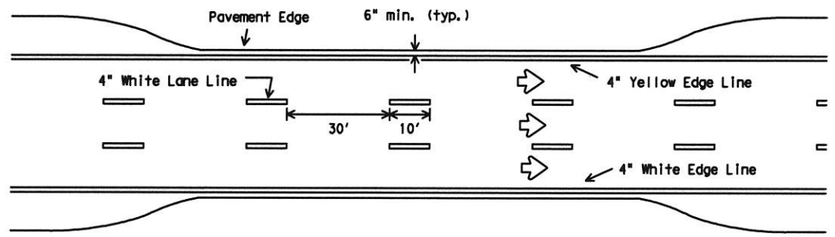
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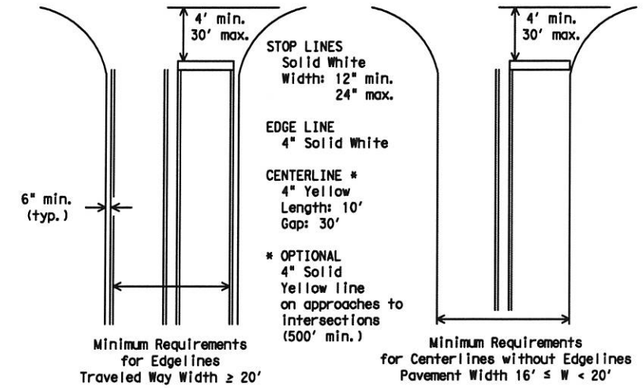
TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS



CENTERLINE AND LANE LINES FOUR LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS

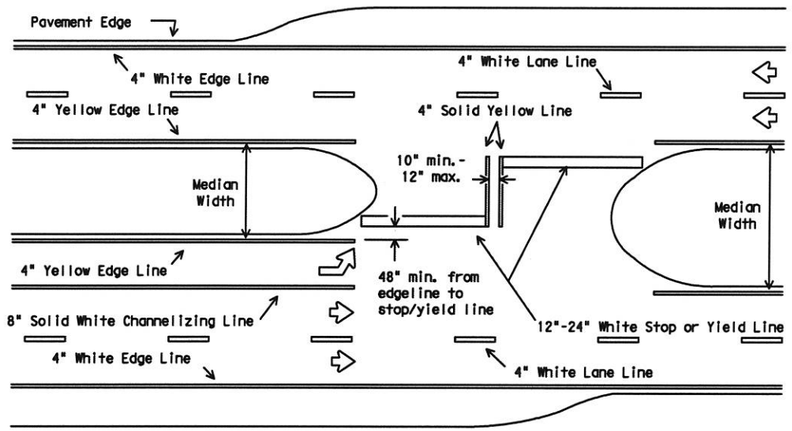


EDGE LINE AND LANE LINES ONE-WAY ROADWAY WITH OR WITHOUT SHOULDERS



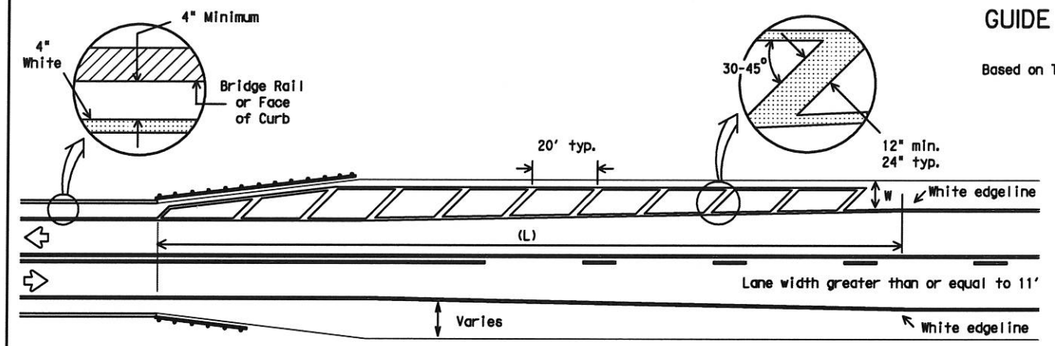
GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

Based on Traveled Way and Pavement Widths for Undivided Highways



All medians shall be field measured to determine the location of necessary striping. Stop/Yield bars and centerlines shall be placed when the median width is greater than 30 ft. The median width is defined as the area between two roadways of a divided highway measured from edge of traveled way to edge of traveled way. The median excludes turn lanes. The median width might be different between intersections, interchanges and of opposite approaches of the same intersection. The narrow median width will be the controlling width to determine if markings are required.

FOUR LANE DIVIDED ROADWAY INTERSECTIONS



NOTES:

1. No-passing zone on bridge approach is optional but if used, it shall be a minimum 500 feet long.
2. For crosshatching length (L) see Table 1.
3. The width of the offset (W) and the required crosshatching width is the full shoulder width in advance of the bridge.
4. The crosshatching is not required if delineators or barrier reflectors are used along the structure.
5. For guard fence details, refer elsewhere in the plans.

ROADWAYS WITH REDUCED SHOULDER WIDTHS ACROSS BRIDGE OR CULVERT

TABLE 1 - TYPICAL LENGTH (L)

Posted Speed *	Formula
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	L=WS

* 85th Percentile Speed may be used on roads where traffic speeds normally exceed the posted speed limit. Crosshatching length should be rounded up to nearest 5 foot increment.

L=Length of Crosshatching (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

EXAMPLES:

An 8 foot shoulder in advance of a bridge reduces to 4 feet on a 70 MPH roadway. The length of the crosshatching should be:

$L = 8 \times 70 = 560$ ft.

A 4 foot shoulder in advance of a bridge reduces to 2 feet on a 40 MPH roadway. The length of the crosshatching should be:

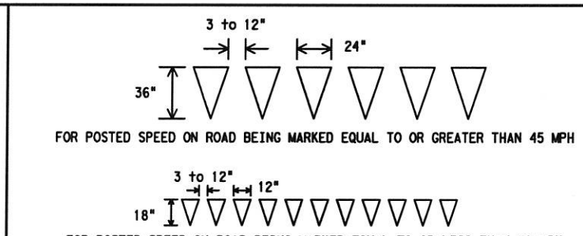
$L = 4(40)^2 / 60 = 106.67$ ft. rounded to 110 ft.

GENERAL NOTES

1. Edgeline striping shall be as shown in the plans or as directed by the Engineer. The edgeline should typically be placed a minimum of 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edgelines are not required in curb and gutter sections of roadways.
2. The traveled way includes only that portion of the roadway used for vehicular travel and not the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the inside of edgeline to inside of edgeline of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



YIELD LINES

Texas Department of Transportation
Traffic Operations Division

TYPICAL STANDARD PAVEMENT MARKINGS

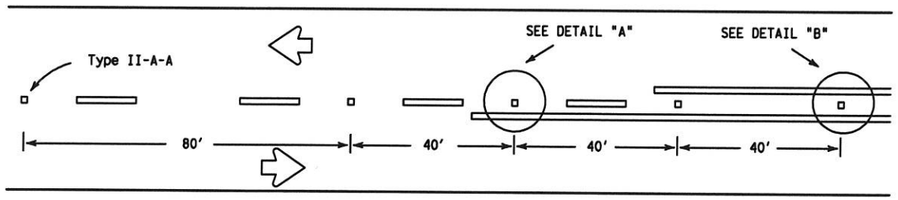
PM(1)-12

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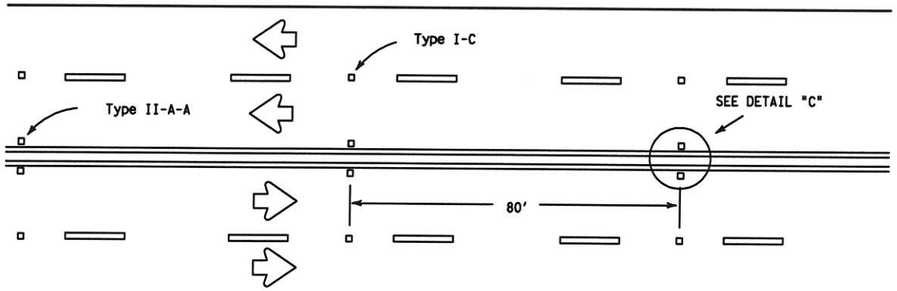
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REFLECTIVE RAISED PAVEMENT MARKERS FOR VEHICLE POSITIONING GUIDANCE

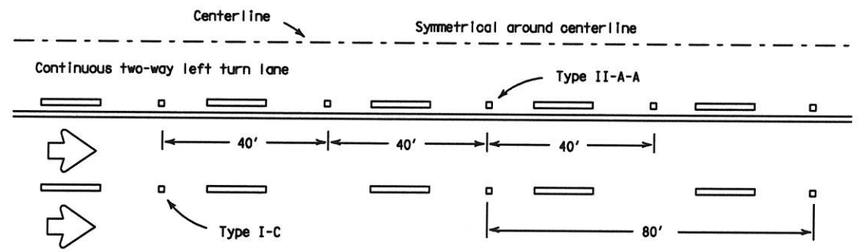


CENTERLINE FOR ALL TWO LANE ROADWAYS

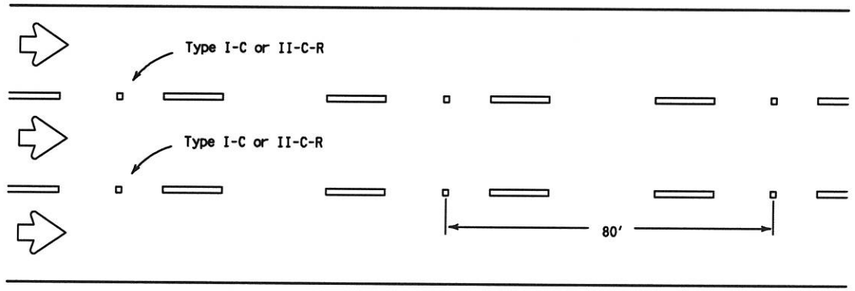


CENTERLINE & LANE LINES FOR FOUR LANE TWO-WAY HIGHWAYS

Raised pavement marker Type I-C, clear face toward normal traffic, shall be placed on 80-foot centers.

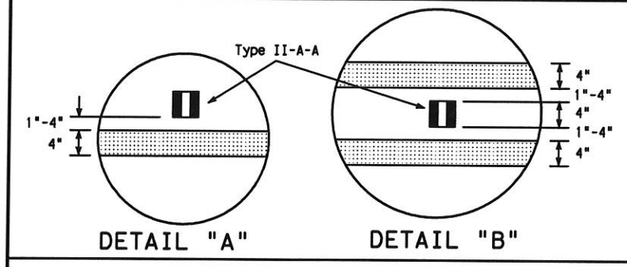


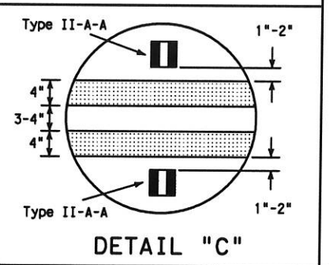
CENTERLINE AND LANE LINES FOR TWO-WAY LEFT TURN LANE

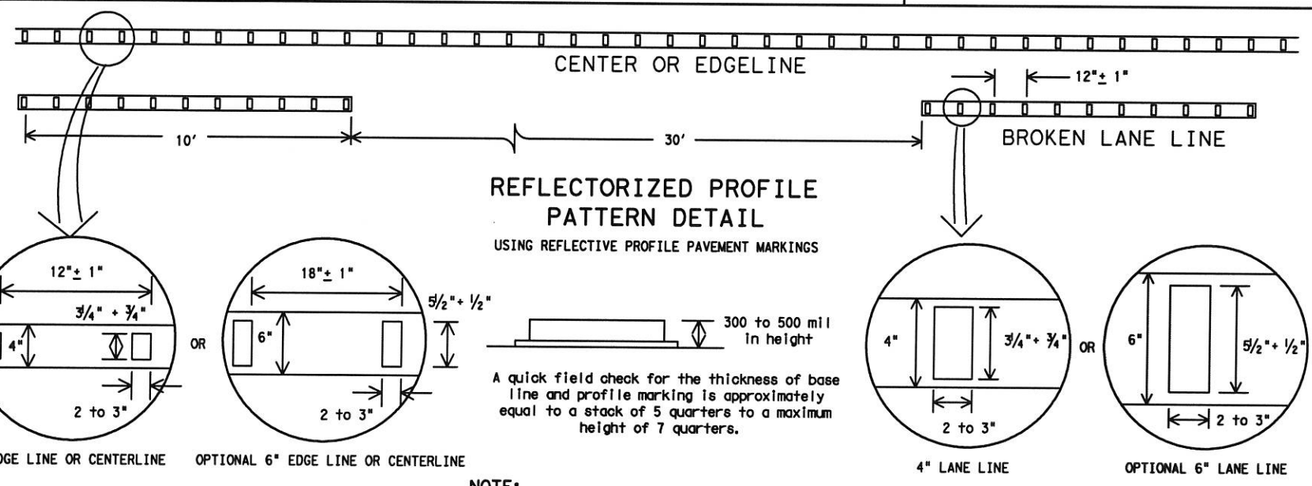


LANE LINES FOR ONE-WAY ROADWAY (NON-FREEWAY FACILITIES)

Raised pavement markers Type II-C-R shall have clear face toward normal traffic and red face toward wrong-way traffic.







4" EDGE LINE OR CENTERLINE — OPTIONAL 6" EDGE LINE OR CENTERLINE — 4" LANE LINE — OPTIONAL 6" LANE LINE

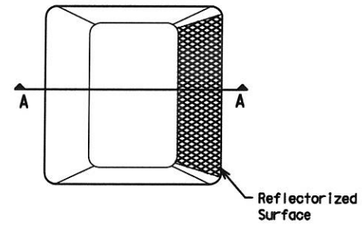
NOTE:
Profile markings shall not be placed on roadways with a posted speed limit of 45 MPH or less.

GENERAL NOTES

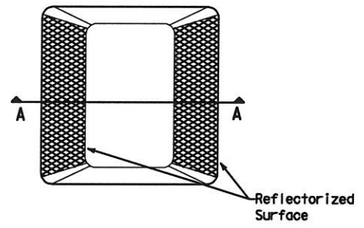
1. All raised pavement markers placed in broken lines shall be placed in line with and midway between the stripes.
2. On concrete pavements the raised pavement markers should be placed to one side of the longitudinal joints.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

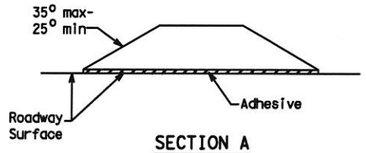
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



Type I (Top View)



Type II (Top View)



SECTION A

RAISED PAVEMENT MARKERS

Texas Department of Transportation
Traffic Operations Division

POSITION GUIDANCE USING RAISED MARKERS
REFLECTORIZED PROFILE MARKINGS

PM(2)-12

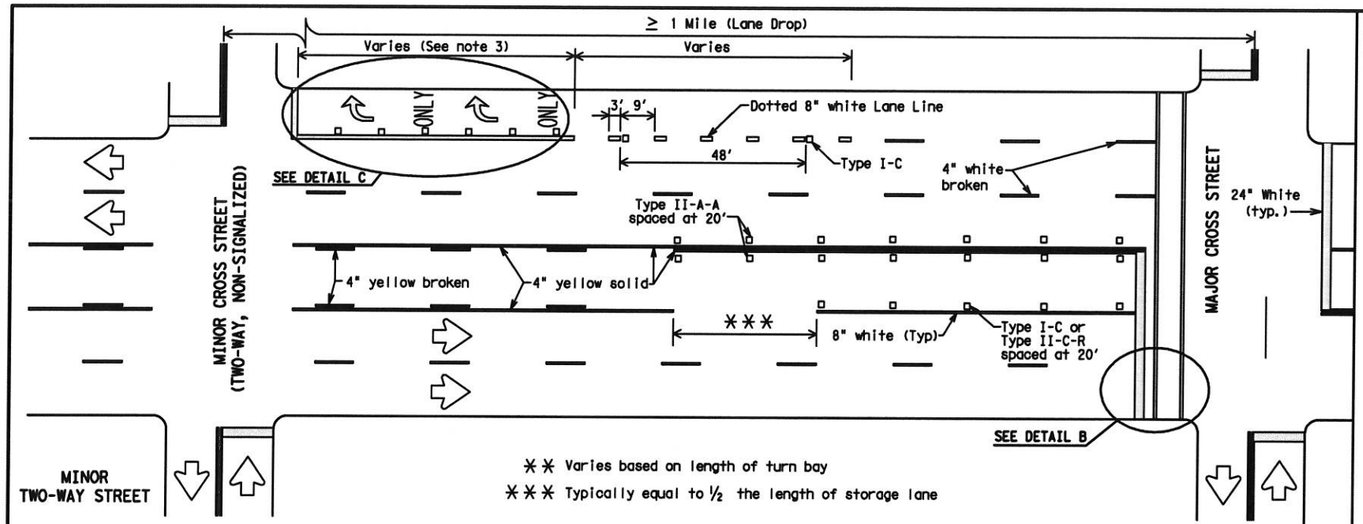
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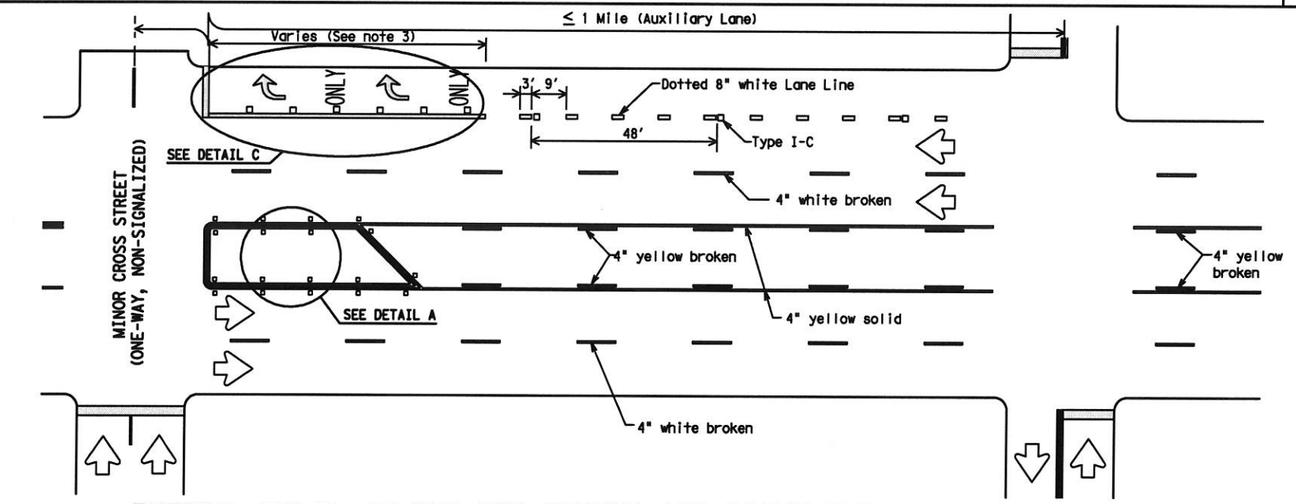
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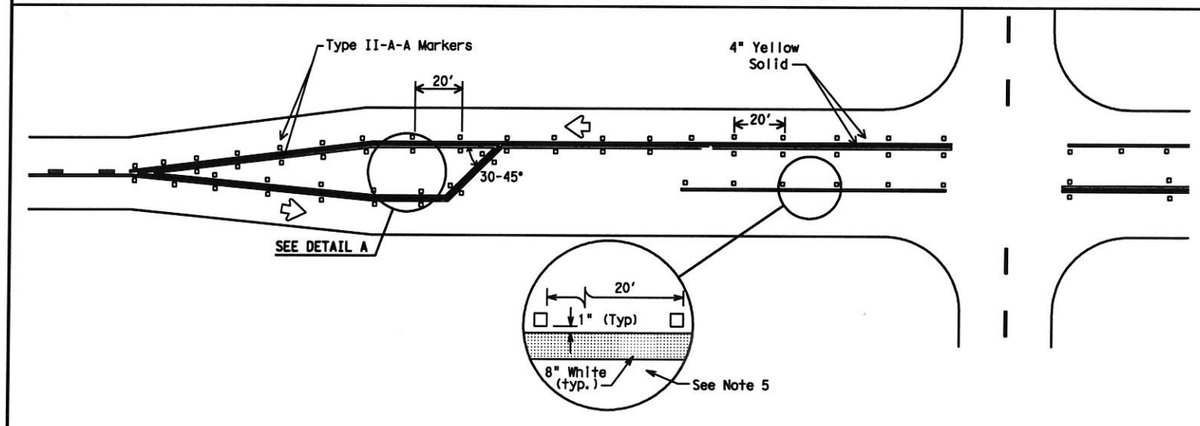
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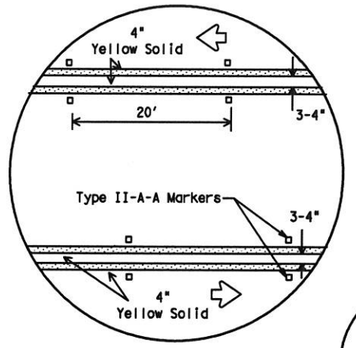
TYPICAL TWLTL AT TWO-WAY CROSS STREET AND RIGHT TURN LANE DROP



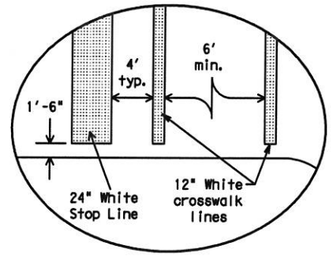
TYPICAL TWLTL AT ONE-WAY STREET AND RIGHT TURN AUXILIARY LANE



TYPICAL TWO-LANE HIGHWAY INTERSECTION WITH LEFT TURN BAYS

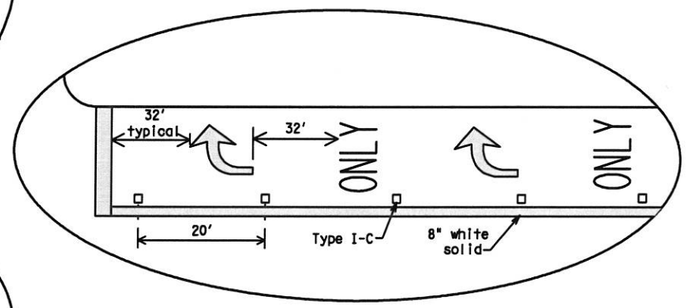


DETAIL A



Final placement of Stop Bar and Crosswalk shall be approved by the Engineer in the field.

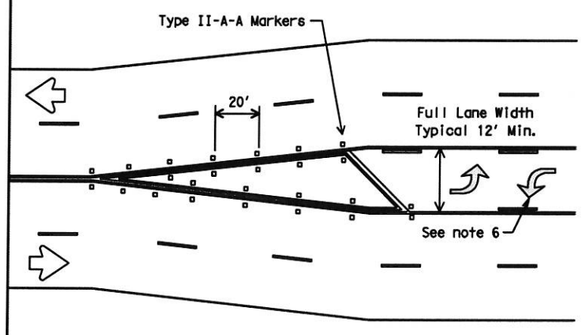
DETAIL B



DETAIL C

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



TYPICAL TRANSITION FOR TWLTL AND DIVIDED HIGHWAY

GENERAL NOTES

1. Refer elsewhere in plans for additional RPM placement and details.
2. Lane use word and arrow markings shall be used where through lanes approaching an intersection become mandatory turn lanes. Lane use word and arrow markings should be used in auxiliary lanes of substantial length. Lane use arrow markings or word and arrow markings may be used in other lanes and turn bays for emphasis. Details for words and arrows as shown in the Standard Highway Sign Designs for Texas.
3. When lane used word and arrow markings are used, two sets of arrows should be used if the length of the bay is greater than 180 feet. When a single lane use arrow or word and arrow marking is used for a short turn lane, it should be located at or near the upstream end of the full-width turn lane.
4. Other crosswalk paterns as shown in the "Texas Manual on Uniform Traffic Control Devices" may be used.
5. Raised pavement marker Type I-C with undivided highways, flush medians and two way left turn lanes. Raised pavement marker Type II-C-R with divided highways and raised medians.
6. A two-way left-turn (TWLT) lane-use arrow pavement marking should be used at or just downstream from the beginning of a two-way left-turn lane within a corridor. Repeating the marking after each intersection or dedicated turn bay is not required unless stated elsewhere in the plans.

Texas Department of Transportation
Traffic Operations Division

PAVEMENT MARKINGS FOR TWO-WAY LEFT TURN LANES DIVIDED HIGHWAYS AND RURAL LEFT TURN BAYS

PM(3)-12

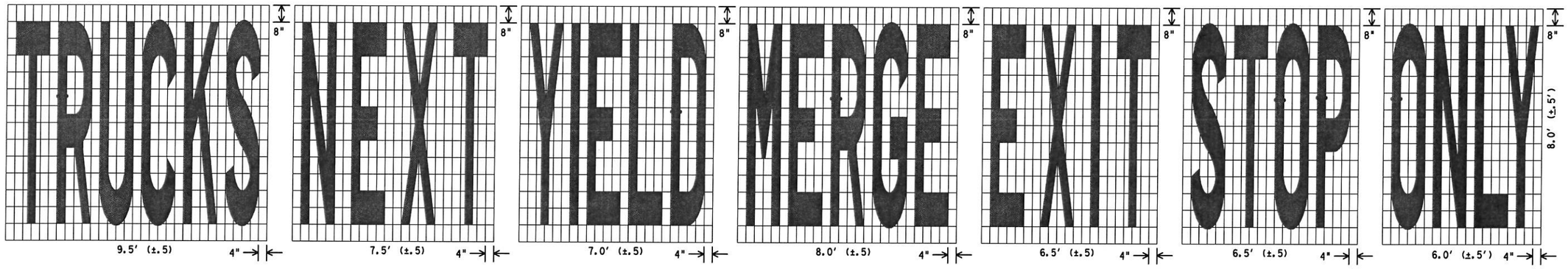
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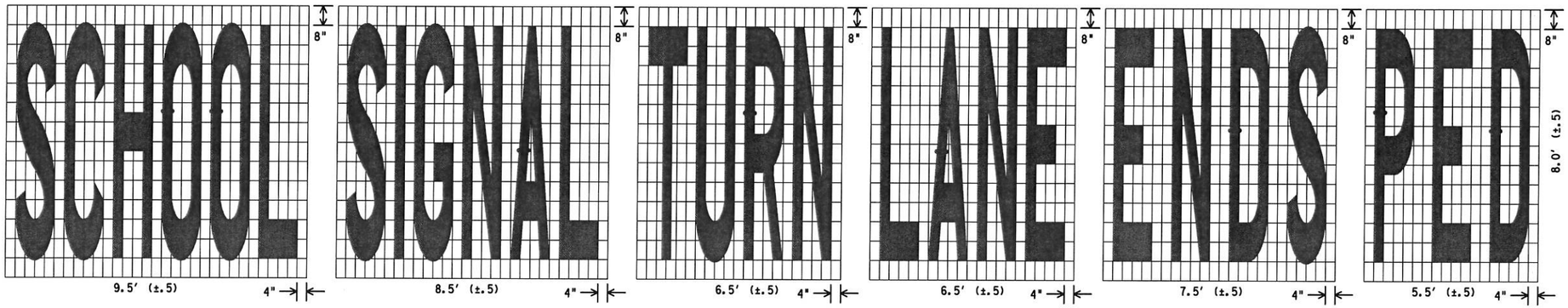
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DIST	COUNTY		SHEET NO.

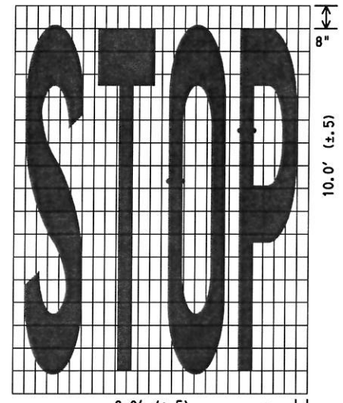
REVISIONS
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8-00
3-03
2-10

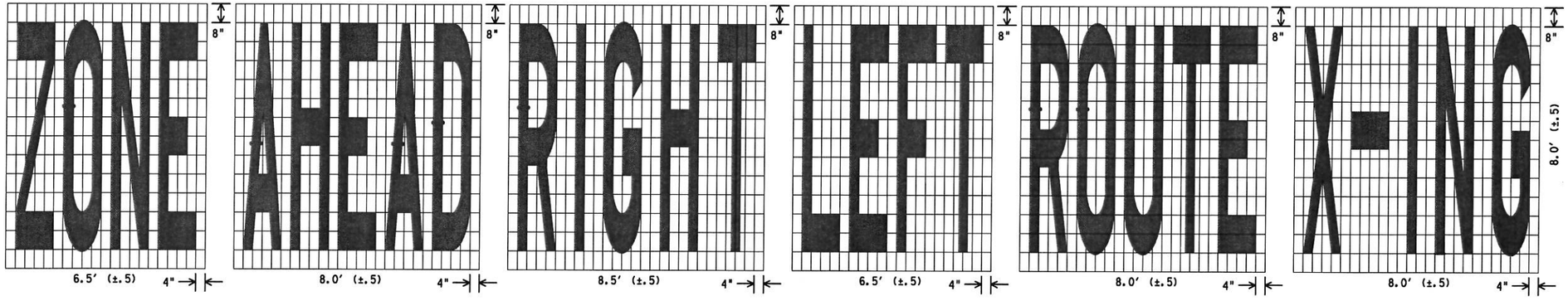
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FILE:

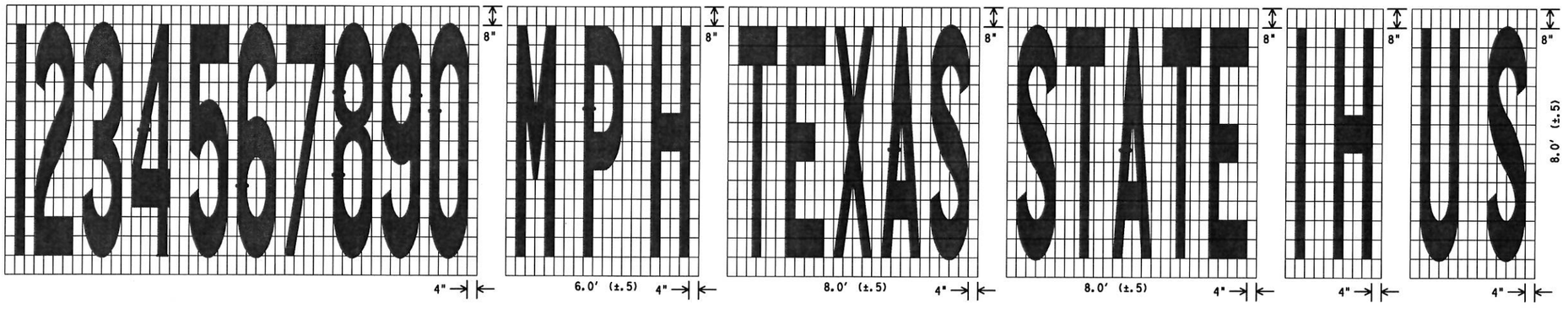
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Texas Department of Transportation
Traffic Operations Division

STANDARD PAVEMENT MARKINGS (WORDS)

PM(5)-01

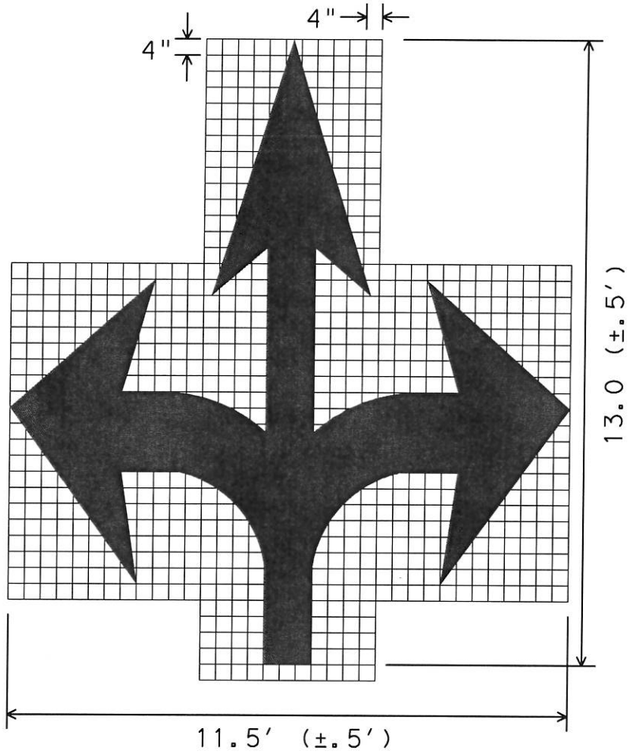
© TxDOT March 2001

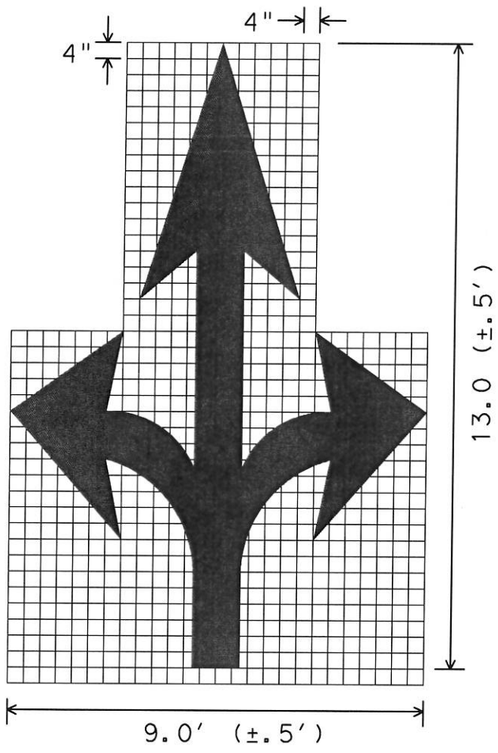
REVISIONS	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
	CONT	SECT	JOB	HIGHWAY
	DIST	COUNTY		SHEET NO.

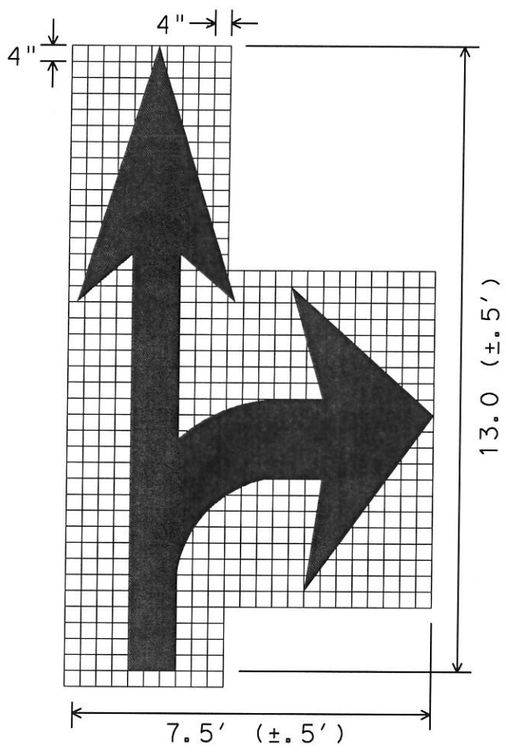
DATE:
FILE:

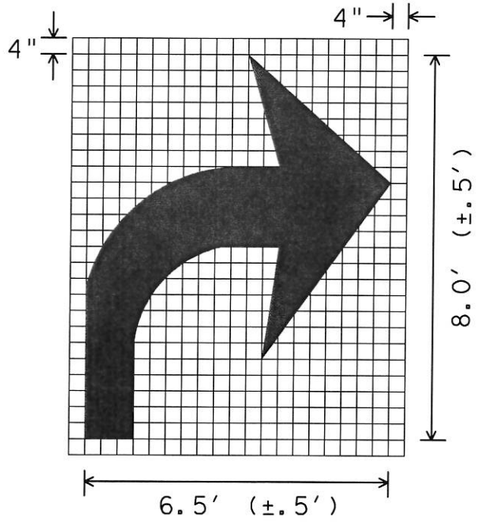
DISCLAIMER:
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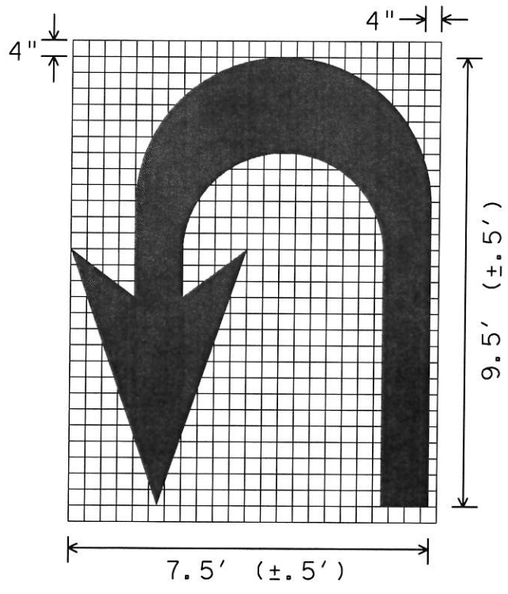
DATE:
FILE:

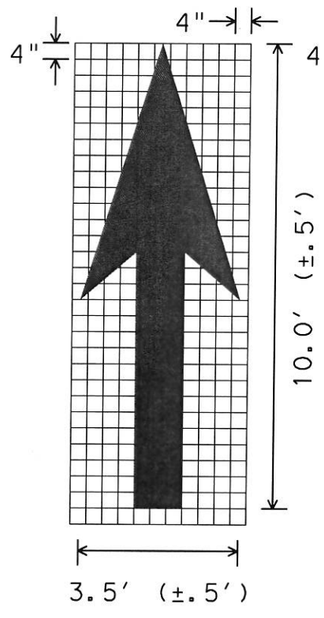


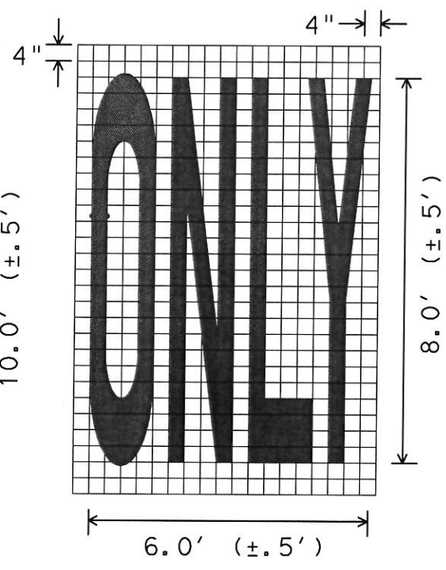












GENERAL NOTES;

1. Minimum 8 foot white markings should be used, unless otherwise noted. If message consists of more than one word, it should be placed with first word nearest the driver.
2. These details are standard size for normal installation; sizes may be reduced approximately one-third for low speed urban conditions; larger sizes may be needed for freeways, above average speed conditions or other critical locations.
3. The longitudinal space between markings should be at least four times the height of the markings, on low speed roads, but should not exceed ten times the height under any condition.
4. Markings considered appropriate for use when warranted include the following:
   A. Regulatory
      STOP
      RIGHT (LEFT) TURN ONLY
      25 MPH
      SYMBOL ARROWS
   B. Warning
      STOP AHEAD
      SIGNAL AHEAD
      SCHOOL
      SCHOOL X-ING
      PED X-ING
      R X R (see RCPM standard)
   C. Guide
      US XXX
      ROUTE XXX
      STATE XXX
      Other words or symbols may be necessary under certain conditions
5. Uncontrolled use of pavement markings can result in driver confusion. Word and symbol markings should be no more than three lines.
6. The word "STOP" shall not be used on the pavement unless accompanied by a Stop line and Stop sign. The word "STOP" shall not be placed on the pavement in advance to a stop line, unless every vehicle is required to stop at all times.
7. Pavement markings should generally be no more than one lane in width, with School messages being the exception. For details of School and School crossing pavement markings, refer to Part VII of the "Texas Manual on Uniform Traffic Control Devices".
8. Spacing between letters should be approximately 4 inches. The width of letters may vary depending on the width of the travel lanes.
9. Lane-Use arrow markings may be used to convey either guidance or mandatory messages. Arrows used to convey a mandatory movement must be accompanied by standard signs and the pavement marking word "ONLY".
10. Pavement markings are to be located as specified elsewhere in the plans.

SPACING BETWEEN LINES OF PAVEMENT MARKINGS	
MPH	SPACING
≤45	MINIMUM 4 TIMES THE LETTER HEIGHT
>45	MINIMUM - 4 TIMES THE LETTER HEIGHT MAXIMUM - 10 TIMES THE LETTER HEIGHT

Texas Department of Transportation
Traffic Operations Division

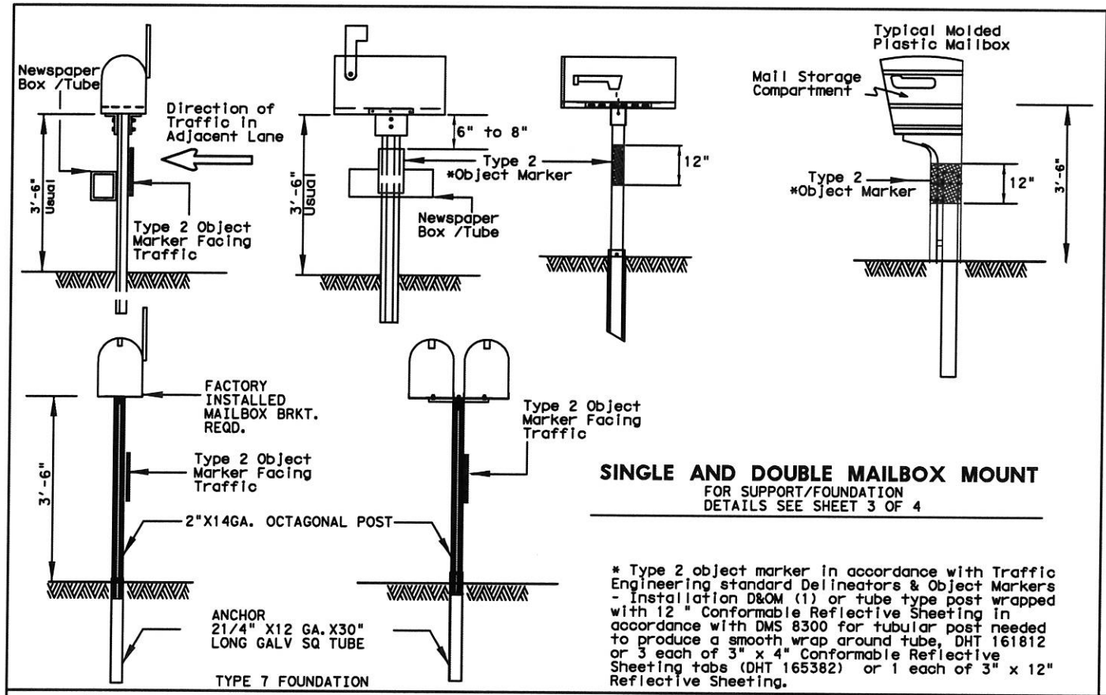
STANDARD PAVEMENT MARKINGS (ARROWS)

PM(6)-01

©TxDOT march 2001

REVISIONS	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
	CONT	SECT	JOB	HIGHWAY
	DIST	COUNTY		SHEET NO.

22H

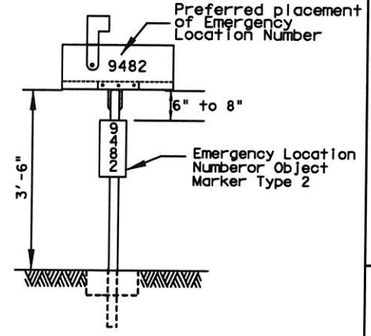


SINGLE AND DOUBLE MAILBOX MOUNT

FOR SUPPORT/FOUNDATION DETAILS SEE SHEET 3 OF 4

* Type 2 object marker in accordance with Traffic Engineering standard Delineators & Object Markers - Installation D&OM (1) or tube type post wrapped with 12 " Conformable Reflective Sheeting in accordance with DMS 8300 for tubular post needed to produce a smooth wrap around tube, DHT 161812 or 3 each of 3" x 4" Conformable Reflective Sheeting tabs (DHT 165382) or 1 each of 3" x 12" Reflective Sheeting.

Note: Mailbox installations in sidewalk areas shall be in accordance with the Design Division standard PED-05 for pedestrian facilities.



PLACEMENT OF EMERGENCY LOCATION NUMBER

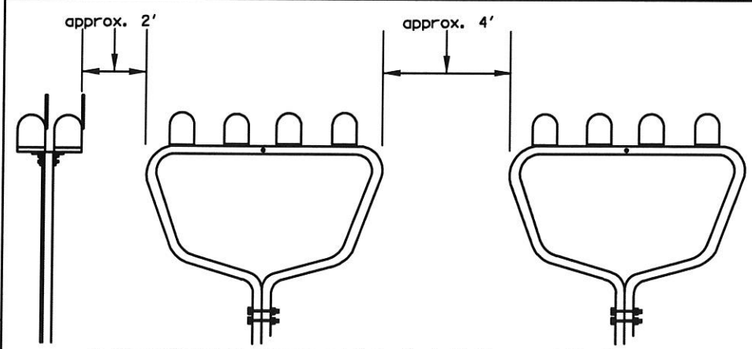
Location Number shall be placed on: 1. A yellow, type A plate with class 1 flat surface reflective sheeting in accordance with DMS 8600. The color of numbers shall be black. or 2: A green or blue plate with white numbers attached to post beside the object marker. Other contrasting color configuration, as approved , may be used. (Use Same type plate as used for the type 2 Object Marker. Recommended sign size is 6" by 15")

Mailboxes shall be made of light weight sheet metal or light weight plastic. Heavy steel, cast iron or decorative mailboxes shall not be used on the state highway system.

TYPICAL MAILBOX SIZE				LIGHT WEIGHT MATERIAL	
				SHEET METAL	**PLASTIC
SIZE	LENGTH	WIDTH	HEIGHT	MAXIMUM WEIGHT	
	INCHES			POUNDS	
SMALL	19 ½	6	7	5	5
MEDIUM	22 ½	8	11 ½	7	7
LARGE	23 ½*	11 ½*	13 ½*	10	10

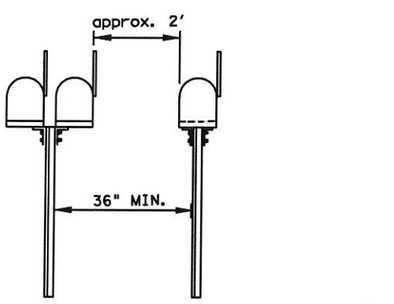
* Maximum allowed dimensions for mailbox
** Excluding Molded Plastic on 4 X 4 Post

MAILBOX SIZES



4' Clear Distance between multiple installations and 2' clearance between double or single installations and the multiple installation. DHT #'s 164116 or 149339.

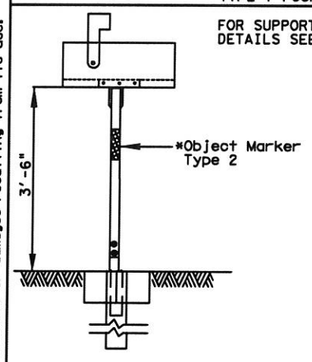
MULTIPLE MAILBOX PLACEMENT

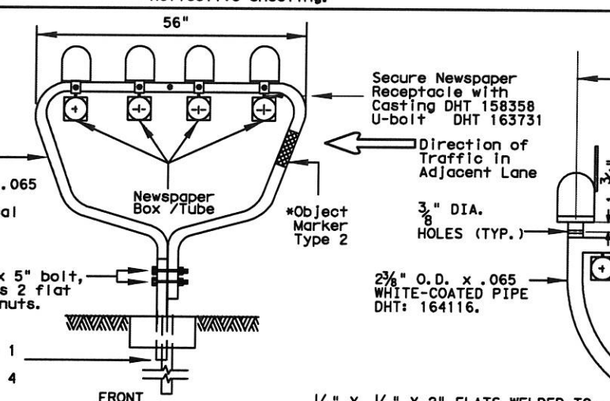


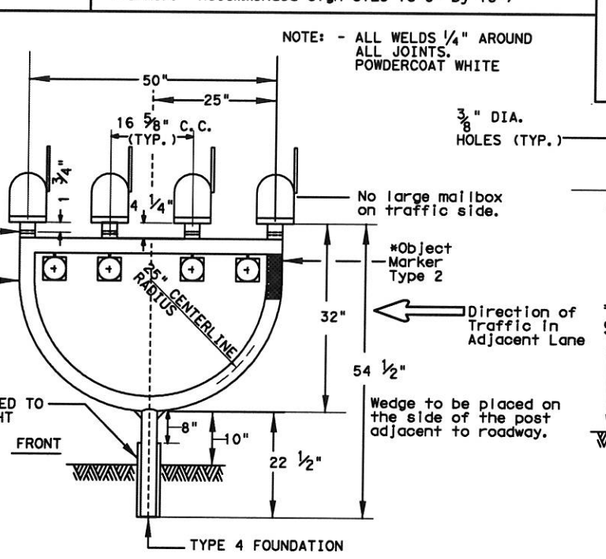
Clear Distance between single or double mounted posts. (Normally when 3 or more mailboxes are in one location, a multiple support is used).

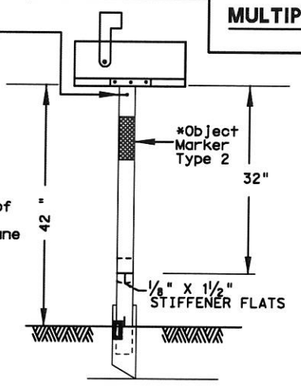
SINGLE & DOUBLE MAILBOX PLACEMENT

FOR SUPPORT/FOUNDATION DETAILS SEE SHEET 3 OF 4



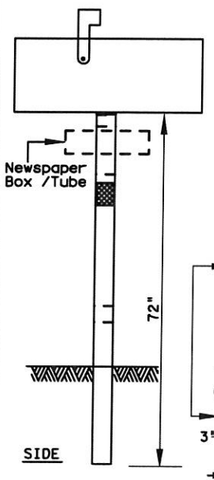


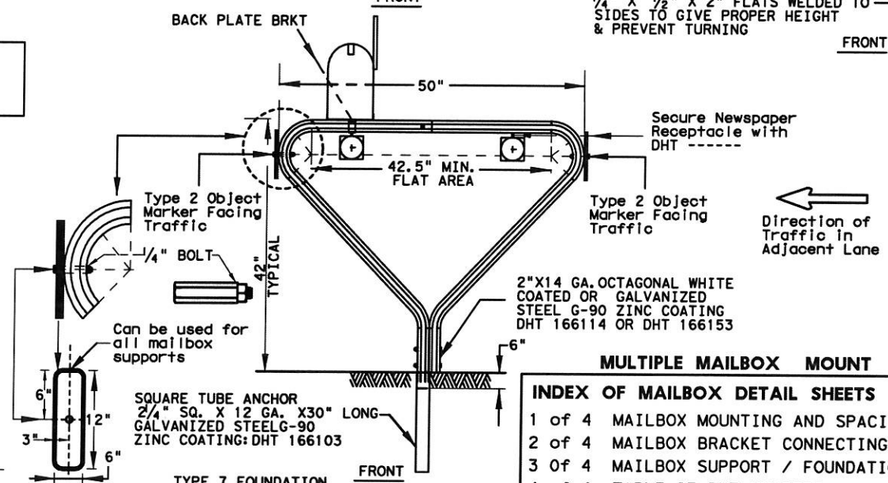




DOUBLE AND MULTIPLE MAILBOX MOUNT

FOR SUPPORT/FOUNDATION DETAILS SEE SHEET 3 OF 4





MULTIPLE MAILBOX MOUNT

INDEX OF MAILBOX DETAIL SHEETS

1 of 4 MAILBOX MOUNTING AND SPACING
2 of 4 MAILBOX BRACKET CONNECTING DETAILS
3 Of 4 MAILBOX SUPPORT / FOUNDATION
4 of 4 TABLE OF DHT NUMBERS

NEWSPAPER RECEPTACLE

A light weight receptacle for newspaper delivery can be attached to mailbox posts as shown on this page if the receptacle:

- Does not touch the mailbox.
- Does not present a hazard to traffic or delivery of the mail.
- Does not extend beyond the front of the mailbox.
- Does not display advertising, except the publication title.
- Newspaper receptacles on separate supports are prohibited.

FOR SUPPORT/FOUNDATION DETAILS SEE SHEET 3 OF 4

Note on DHT Number

See Table of Applicable DHT Numbers on sheet 4 of 4 for DHT description.

REVISIONS
04/03/06: Added New Multiply Mount, DHT: 164116.
04/03/06: Added general note numbers 6 & 7. Sheet & title block renumbered.
08/02/06: Added Maximum weight for typical mailbox sizes.
10/9/2009 Added new mailbox post
10/19/2009 Added sheet 4 of 4
01/07/2011 Added note disallowing newspaper receptacle separate support
01/07/2009: Added pedestrian facilities side note.
07/07/2011: Revised note to allow more color options for emergency location number. Included type 2 object marker attachment details for the wrap around and tube type.

Standard Plans

Texas Department of Transportation

Maintenance Division

MAILBOX MOUNTING AND SPACING

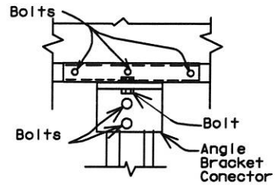
MB-11(1)

Sheet 1 of 4

FILE: MB10(1).DGN	DN: JEO	CK: LJB	DW: JEO	CK: RDB	MEG:
©TxDOT JANUARY 2011	DIST	FED REG	FEDERAL AID PROJECT		SHEET
	—	6			—
	COUNTY		CONTROL	SECT	JOB	HIGHWAY
			—	—	—	—

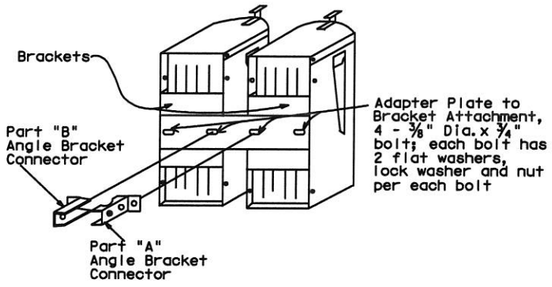
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LEVELS DISPLAYED
1 2



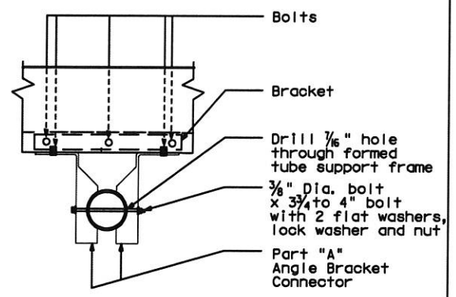
For bolt sizes see details below for "SMALL MAILBOX" and "MEDIUM AND LARGE MAILBOXES"

SINGLE MAILBOX CONNECTION

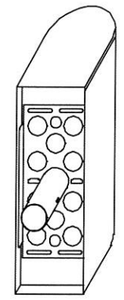


DOUBLE MAILBOX CONNECTION

(Not permitted for Large Mailboxes)

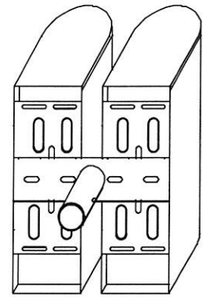


MULTIPLE MAILBOX CONNECTION



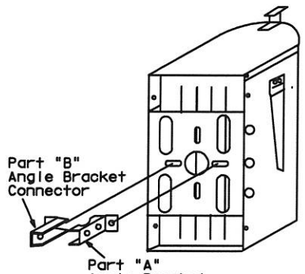
WELDED SINGLE MAILBOX BRACKET CONNECTION

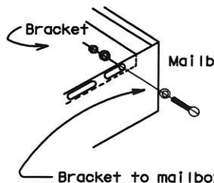
To be used with 2⅜" OD RR or thinwall Steel posts.



WELDED DOUBLE MAILBOX BRACKET CONNECTION WITH ADAPTER PLATE

To be used with thinwall Steel posts. Not to be used with RR posts.



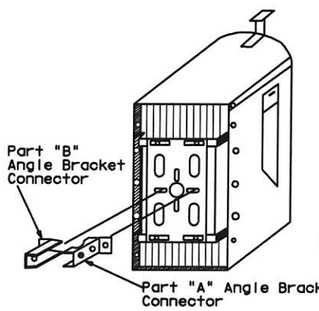


Bracket to mailbox attachment: 6 - 1/4" Dia. x 3/4" bolt w/ 2 flat washers and nut per each bolt.

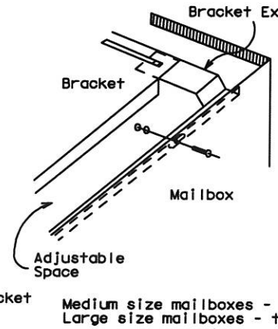
Angle to bracket attachment: 2 - 3/8" Dia. x 3/4" bolt with 2 flat washers, lock washer and nut per each bolt.

Angle to 2 - 3/8" Dia. x 2½" bolt with 2 flat washers, lock washer and nut per each bolt.

SMALL MAILBOX



Use both Parts "A" and "B" Angle Bracket Connectors for Winged Channel Posts



Bracket to mailbox attachment: 6 - 1/4" Dia. x 3/4" bolt w/2 flat washers and nut per each bolt.

Bracket to bracket extension attachment: 2 - 1/4" Dia. x 3/4" carriage bolt w/ flat washer, lock washer and nut per bolt (4 bolts required if 2 bracket extensions are used).

Angle to bracket attachment: 2 - 3/8" Dia. x 3/4" bolt w/2 flat washers, lock washer and nut per each bolt.

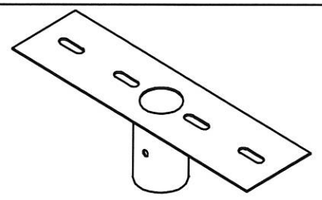
Angle to mailbox support attachment: 2 - 3/8" Dia. x 2 1/2" bolt w/2 flat washers, lock washer, and nut per each bolt.

Medium size mailboxes - one extension bracket
Large size mailboxes - two extension brackets

MEDIUM AND LARGE MAILBOXES

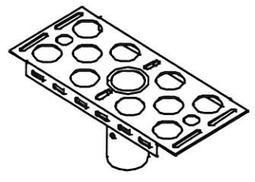
GENERAL NOTES

1. Connecting hardware detailed on this sheet is for the hardware that the Department stocks at the Regional Warehouses. This hardware is available to the contractor only when so stated elsewhere in the plans or specification.
2. Hardware for mounting mailboxes to the support/foundation furnished by industry should be used when shown on the Maintenance Divisions "Approved Products List." Only mailbox hardware that have been crash tested in accordance with NCHRP Report 350, will be on the approved list.
3. Hardware furnished by industry shall be erected in accordance with the manufacturer's recommendation.
4. Bracket and bracket extension shall be constructed of 14 gauge galvanized steel sheet metal.
5. The angles, brackets and adapter plates shall be constructed of 12 gauge galvanized steel sheet metal.
6. Items with evidence of damage to the galvanized coating or wet storage stains (white rust) will not be accepted.



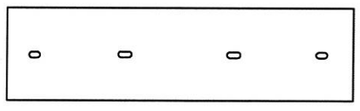
DHT 162323

For use with galvanized thinwall steel posts DHT # 143426 or powder-coated thinwall steel post DHT # 162911.



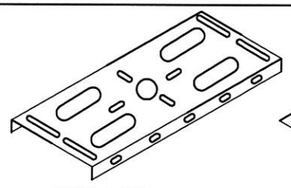
DHT 161443

For use with RCR post DHT # 161442 or galvanized thinwall steel post DHT # 143426 or powder-coated thinwall steel post. DHT # 162911.



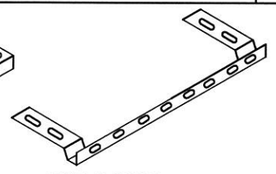
DHT #3789

Used for mounting two Mailboxes on the same post.



DHT 148939

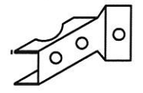
Mailbox Bracket



DHT 148938

Used for extending 6" wide bracket to attach larger mailboxes.

Bracket Extension



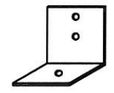
DHT 159489

Part "A" Angle Bracket Connector



DHT 159490

Part "B" Angle Bracket Connector

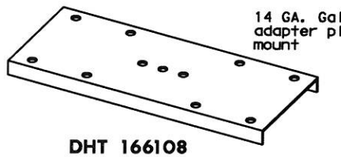


DHT 2917

Angle Bracket For Temporary Mailbox

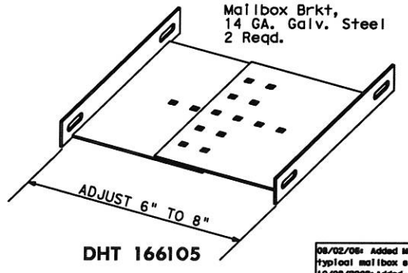
Note on DHT Number

See Table of Applicable DHT Numbers on sheet 4 of 4 for DHT description and unit of measure.



14 GA. Galv. Steel adapter plate for double mount

DHT 166108



DHT 166105

HARDWARE AT TXDOT REGIONAL WAREHOUSES

Brackets and adapter plate shown in this section should be available to the Contractor when stated elsewhere in plans or specifications.

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LEVELS DISPLAYED
1 2

Standard Plans

Texas Department of Transportation
Maintenance Division

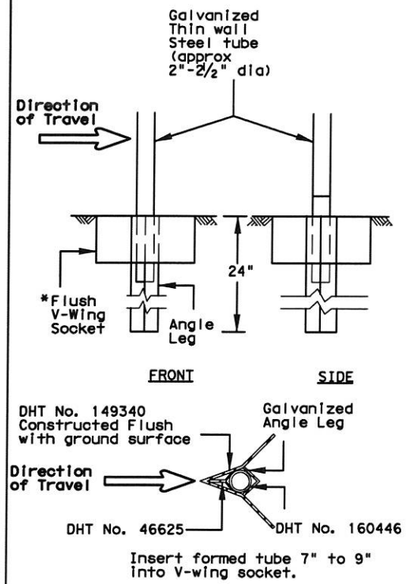
MAILBOX BRACKET CONNECTING DETAILS

MB-11(1)

Sheet 2 of 4

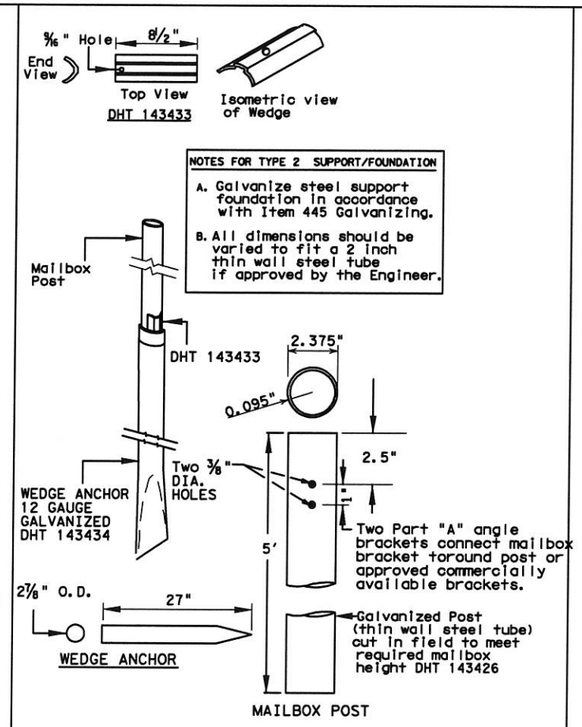
FILE: MB10(1).DGN	DN: JEO	CK: LJB	DW:	CK: BDB	MEG:
©TxDOT JANUARY 2011	DIST	FED REG	FEDERAL AID PROJECT		SHEET
REVISIONS		6			
02/02/05: Added maximum weight for typical mailbox size.	COUNTY		CONTROL	SECT	JOB	HIGHWAY
06/08/05: Added general note numbers 6 & 7. Sheet & title block renumbered. 11/16/05: Deleted sheet4. 10/29/2008 added sheet 4.						
10/08/2009: Added Accessibility stds note						
10/9/2009 Added new mailboxpost						

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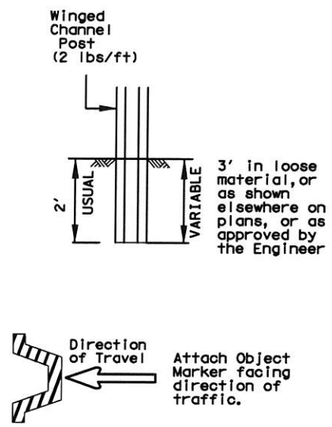
TYPE 1 SUPPORT/FOUNDATION

THIN WALL STEEL TUBE w/ V-LOC ANCHORAGE



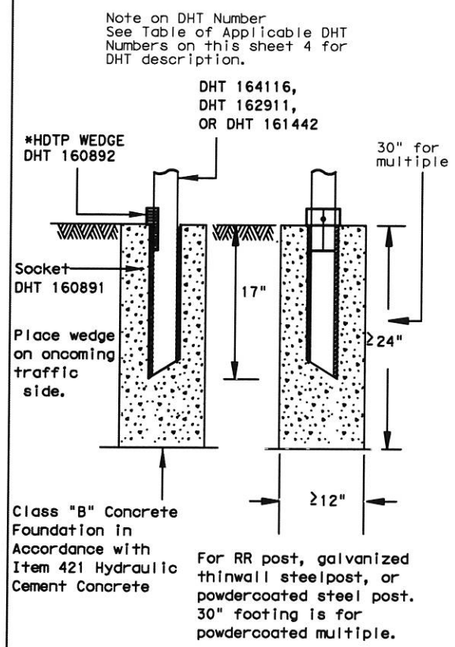
TYPE 2 SUPPORT/FOUNDATION

THIN WALL STEEL TUBE w/ WEDGE ANCHOR SYSTEM



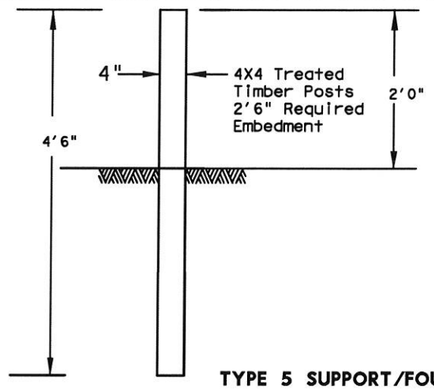
TYPE 3 SUPPORT/FOUNDATION

WINGED CHANNEL POST



TYPE 4 SUPPORT/FOUNDATION

FOR WHITECOATED STEEL POST, MULTIPLE POST, AND RECYCLED RUBBER.

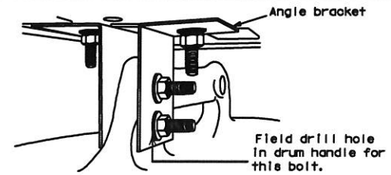


TYPE 5 SUPPORT/FOUNDATION

FOR ONE PIECE MOLDED PLASTIC MAILBOX

ONE PIECE MOLDED PLASTIC MAILBOXES

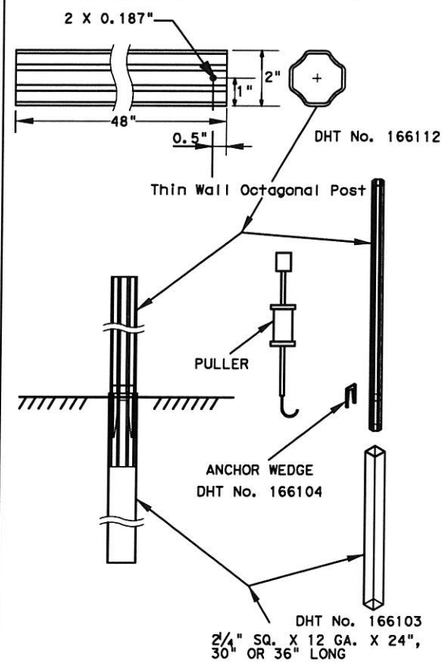
Molded Plastic Mailboxes shall be installed on 4"x4" treated timber posts only. The use of steel pipe or structural tubing in place of timber post is prohibited.



Placed on approved plastic drum as shown in the Compliant Work Zone Traffic Control Devices (CWZTCD).
Existing attachment hardware shall be used unless damaged. Damaged hardware shall be replaced.

TYPE 6 TEMPORARY MAILBOX SUPPORT

CONNECTION DETAIL



TYPE 7 MAILBOX SUPPORT/FOUNDATION

CONNECTION DETAIL

GENERAL NOTES

1. Erect post plumb or vertical.
2. When galvanized part is required galvanize in accordance with Item 445.
3. type 1, 2, 3, 4 or 7 supports or foundation can be used for single or double mailbox installations. The RCR post should be used only for a single installation with a small mailbox. The Type 5 support/foundation is used for the single molded plastic mailbox. The Type 4 support/foundation is used for the 2.375" O.D. RR post, thin wall steel post, and white multiple mailbox post.
4. The Type 1 or type 7 support/foundation can be used for a multiple mailbox mount.
5. The Type 4 support should be used with thin wall steel pipe for the medium, large and double mailbox installations.
6. Use a concrete footing as shown or when directed. Concrete footing will be required when soils do not hold the support/foundations in a stable condition.

MB-(X) ASSM TY (XXX) (X) (XX) /(OPTIONAL)/

Type of Mailbox
- S = Single
- D = Double
- M = Multiple
- SP = Single Plastic

Type of Post
- WC = Winged Channel Post
- RR = Recycled Rubber
- TWW = Thin Walled White Tubing
- TWG = Thin Walled Galvanized Tubing
- TIM = Timber

Type of Foundation
- Ty 1 = V-Loc
- Ty 2 = Wedge Anchor Steel System
- Ty 3 = Winged Channel post
- Ty 4 = Wedge Anchor Plastic System
- Ty 5 = 4 X 4 Post
- Ty 7 = Wedge Anchor

Type of Bracket
- AB = Angle Bracket.
- TB = 2.375" Tube Bracket

DOUBLE AND LARGE MAILBOXES MUST BE ON STEEL POST.

*HDTP: High density thermoplastic polyesters

REVISIONS
08/08/03: Added general note numbers 6 & 7. Sheet & title block renumbered. 11/14/05: Deleted sheet4. 08/03/06: Added DHT table, Mailbox descriptive codes and bid items. 10/9/2009 Added new mailboxpost 10/28/2009: Moved DHT table to sheet 4 deleted general notes 7 & 8

Standard Plans

Texas Department of Transportation
Maintenance Division

MAILBOX SUPPORT/ FOUNDATION

Sheet 3 of 4

MB-11(1)

FILE: MB10(1).DGN	DN: JEQ	CK: JJR	DW: JEQ	CK: RDB	MEG:
©TxDOT JANUARY 2011	DIST	FED REG	FEDERAL AID PROJECT		SHEET
REVISIONS 01/07/2011: Added note 7 for mailboxes installed in areas with sidewalks.		6			
	COUNTY		CONTROL	SECT	JOB	HIGHWAY

LEVELS DISPLAYED
1 2

TABLE OF APPLICABLE DHT NUMBERS	
DHT NUMBER	DESCRIPTION
FOUNDATIONS	
46625	WEDGE FOR V-WING SOCKET FOR TYPE 1 FOUNDATION
149340	V-WING SOCKET FOR TYPE 1 FOUNDATION
143433	WEDGE FOR TYPE 2 FOUNDATION
143434	ANCHOR FOR TYPE 2 FOUNDATION
166103	ANCHOR FOR TYPE 7 FOUNDATION
160891	SOCKET FOR TYPE 4 FOUNDATION
160892	WEDGE FOR TYPE 4 FOUNDATION
166104	WEDGE FOR TYPE 7 FOUNDATION
POSTS	
4289	WINGED CHANNEL MAILBOX POST
149339	MULTIPLE MAILBOX POST (GALVANIZED TUBING)
164116	MULTIPLE MAILBOX POST (WHITE COATED)
166114	MULTIPLE MAILBOX POST (WHITE COATED OCTAGONAL)
166153	MULTIPLE MAILBOX POST (GALVANIZED OCTAGONAL)
161442	RECYCLED RUBBER POST. FOR SMALL MAILBOX ONLY
143426	THIN-WALL GALVANIZED STEEL TUBE 2.375" OUTER DIAMETER
162911	THINWALL WHITE STEEL TUBE 2.375" OUTER DIAMETER
166152	SINGLE OR DOUBLE THIN-WALL MAILBOX POST GALVANIZED 2" OCTAGONAL
166112	SINGLE OR DOUBLE THIN-WALL MAILBOX POST WHITECOATED 2" OCTAGONAL
REFLECTIVE SHEETING	
161812	REFLECTIVE SHEETING FOR EMERGENCY LOCATION NUMBER PANEL
CONNECTING HARDWARE	
2917	ANGLE BRACKET USED FOR TEMPORARY MAILBOX SUPPORT
166105	BRACKET FOR SINGLE MOUNTING OF MAILBOXES (MOUNTING KIT)
3789	PLATE FOR DOUBLE MOUNTING OF MAILBOXES
166108	BRACKET FOR DOUBLE MOUNTING OF MAILBOXES (MOUNTING KIT)
166111	BRACKET FOR MULTIPLE MOUNTING OF MAILBOXES (MOUNTING KIT)
148939	BRACKET FOR ATTACHING SMALL OR MEDIUM SIZE MAIL BOX
148938	EXTENDER TO BRACKET FOR ATTACHING LARGE MAILBOX
159489	ANGLE BRACKET PART A
159490	ANGLE BRACKET PART B
162323	BRACKET FOR DOUBLE MOUNTING OF MAILBOXES ON THINWALL STEEL POST, GALVANIZED OR POWDERCOATED.
161443	BRACKET FOR ATTACHING MAILBOX TO RECYCLED RUBBER POST AND TO MULTIPLE WHITE MAILBOX POST
158358	CASTING (NEWSPAPER RECEPTACLE BRACKET)
163731	U-BOLT (NEWSPAPER RECEPTACLE BRACKET)

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Standard Plans
Texas Department of Transportation
Maintenance Division

TABLE OF DHT NUMBERS

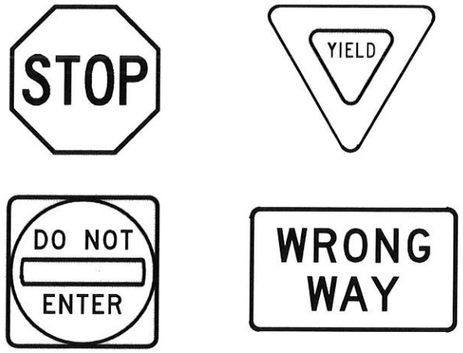
Sheet 4 of 4 **MB-11(1)**

FILE: MB11(1).DGN	DN: JEO	CK: LJB	DW: JEO	CK: ROB	MEG:
©TxDOT JANUARY 2011	DIST	FED REG	FEDERAL AID PROJECT		SHEET
10/28/08 REVISIONS		6			
	COUNTY		CONTROL	SECT	JOB	HIGHWAY

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DATE:
FILE:

REQUIREMENTS FOR RED BACKGROUND REGULATORY SIGNS
(STOP, YIELD, DO NOT ENTER AND WRONG WAY SIGNS)



REQUIREMENTS FOR FOUR SPECIFIC SIGNS ONLY

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	RED	TYPE B OR C SHEETING
BACKGROUND	WHITE	TYPE B OR C SHEETING
LEGEND & BORDERS	WHITE	TYPE B OR C SHEETING
LEGEND	RED	TYPE B OR C SHEETING

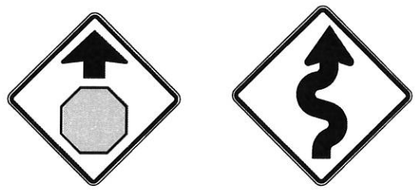
REQUIREMENTS FOR WHITE BACKGROUND REGULATORY SIGNS
(EXCLUDING STOP, YIELD, DO NOT ENTER AND WRONG WAY SIGNS)



TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	WHITE	TYPE A SHEETING
BACKGROUND	ALL OTHERS	TYPE B OR C SHEETING
LEGEND, BORDERS AND SYMBOLS	BLACK	ACRYLIC NON-REFLECTIVE FILM
LEGEND, BORDERS AND SYMBOLS	ALL OTHER	TYPE B OR C SHEETING

REQUIREMENTS FOR WARNING SIGNS



TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	FLOURESCENT YELLOW	TYPE B_{FL} OR C_{FL} SHEETING
LEGEND & BORDERS	BLACK	ACRYLIC NON-REFLECTIVE FILM
LEGEND & SYMBOLS	ALL OTHER	TYPE B OR C SHEETING

REQUIREMENTS FOR SCHOOL SIGNS



TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	WHITE	TYPE A SHEETING
BACKGROUND	FLOURESCENT YELLOW GREEN	TYPE B_{FL} OR C_{FL} SHEETING
LEGEND, BORDERS AND SYMBOLS	BLACK	ACRYLIC NON-REFLECTIVE FILM
SYMBOLS	RED	TYPE B OR C SHEETING

GENERAL NOTES

1. Signs to be furnished shall be as detailed elsewhere in the plans and/or as shown on sign tabulation sheet. Standard sign designs and arrow dimensions can be found in the "Standard Highway Sign Designs for Texas" (SHSD).
2. Sign legend shall use the Federal Highway Administration (FHWA) Standard Highway Alphabets (B, C, D, E, Emod or F).
3. Lateral spacing between letters and numerals shall conform with the SHSD, and any approved changes thereto. Lateral spacing of legend shall provide a balanced appearance when spacing is not shown.
4. Black legend and borders shall be applied by screening process or cut-out acrylic non-reflective black film to background sheeting, or combination thereof.
5. White legend and borders shall be applied by screening process with transparent colored ink, transparent colored overlay film to white background sheeting or cut-out white sheeting to colored background sheeting, or combination thereof.
6. Colored legend shall be applied by screening process with transparent colored ink, transparent colored overlay film or colored sheeting to background sheeting, or combination thereof.
7. Sign substrate shall be any material that meets the Departmental Material Specification requirements of DMS-7110 or approved alternative.
8. Mounting details for roadside mounted signs are shown in the "SMD series" Standard Plan Sheets.

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.080
7.5 to 15	0.100
Greater than 15	0.125

DEPARTMENTAL MATERIAL SPECIFICATIONS	
ALUMINUM SIGN BLANKS	DMS-7110
SIGN FACE MATERIALS	DMS-8300

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.

http://www.txdot.gov/

Texas Department of Transportation

Traffic Operations Division Standard

TYPICAL SIGN REQUIREMENTS

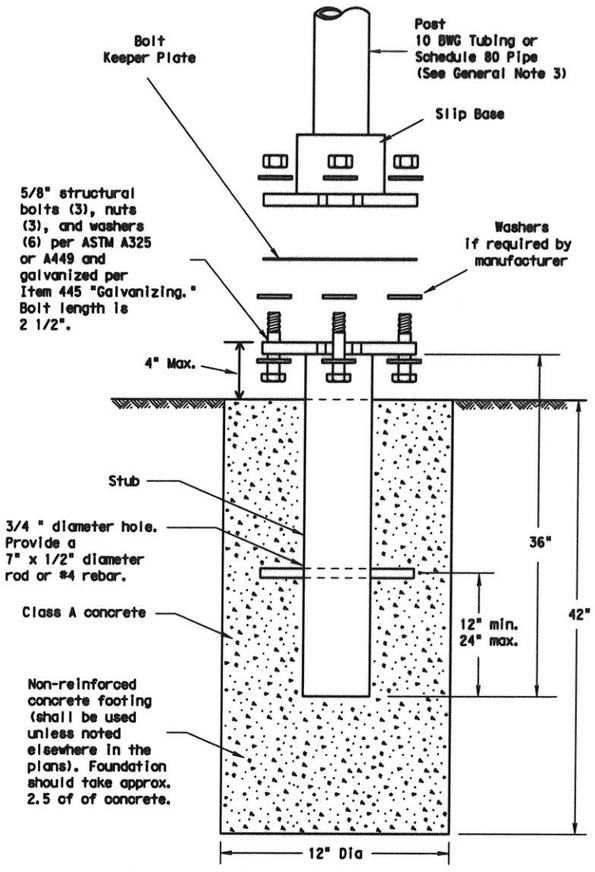
TSR(4)-13

FILE: tsr4-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT October 2003	CONT	SECT	JOB	HIGHWAY
REVISIONS				
12-03 7-13	DIST	COUNTY		SHEET NO.
9-08				

4

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TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS



SM RD SGN ASSM TY XXXXX(X)SA(X-XXXX)

NOTE

There are various devices approved for the Triangular Slipbase System. Please reference the Material Producer List for approved slip base systems. http://www.txdot.gov/business/producer_list.htm The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.

GENERAL NOTES:

1. Slip base shall be permanently marked to indicate manufacturer. Method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
2. Material used as post with this system shall conform to the following specifications:
   10 BWG Tubing (2.875" outside diameter)
   - 0.134" nominal wall thickness
   - Seamless or electric-resistance welded steel tubing or pipe
   - Steel shall be HSLAS Gr 55 per ASTM A1011 or ASTM A1008
   - Other steels may be used if they meet the following:
     - 55,000 PSI minimum yield strength
     - 70,000 PSI minimum tensile strength
     - 20% minimum elongation in 2"
   - Wall thickness (uncoated) shall be within the range of 0.122" to 0.138"
   - Outside diameter (uncoated) shall be within the range of 2.867" to 2.883"
   - Galvanization per ASTM A123 or ASTM A653 G210. For precoated steel tubing (ASTM A653), recoat tube outside diameter weld seam by metallizing with zinc wire per ASTM B833.

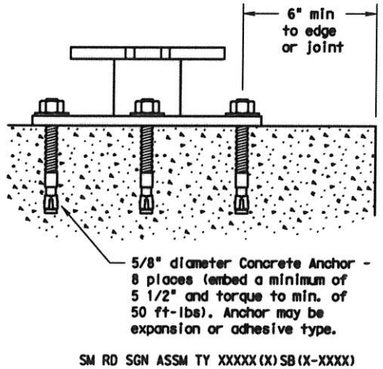
   Schedule 80 Pipe (2.875" outside diameter)
   - 0.276" nominal wall thickness
   - Steel tubing per ASTM A500 Gr C
   - Other seamless or electric-resistance welded steel tubing or pipe with equivalent outside diameter and wall thickness may be used if they meet the following:
     - 46,000 PSI minimum yield strength
     - 62,000 PSI minimum tensile strength
     - 21% minimum elongation in 2"
   - Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
   - Outside diameter (uncoated) shall be within the range of 2.855" to 2.895"
   - Galvanization per ASTM A123
3. See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is: http://www.txdot.gov/publications/traffic.htm
4. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

ASSEMBLY PROCEDURE

Foundation
1. Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
2. The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
3. Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
4. Plumb the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
5. The triangular slipbase system is multidirectional and is designed to release when struck from any direction.

Support
1. Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be plumb and straight.
2. Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign types.

CONCRETE ANCHOR



SM RD SGN ASSM TY XXXXX(X)SB(X-XXXX)

Concrete anchor consists of 5/8" diameter stud bolt with UNC series bolt threads on the upper end. Heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Nuts, bolts and washers shall be galvanized per Item 445, "Galvanizing." Adhesive type anchors shall have stud bolts installed with Type III epoxy per DMS-6100, "Epoxies and Adhesives." Adhesive anchors may be loaded after adequate epoxy cure time per the manufacturer's recommendations. Top of bolt shall extend at least flush with top of the nut when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 5 1/2" minimum embedment, shall have a minimum allowable tension and shear of 3900 and 3100 psi, respectively.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS
SMALL ROADSIDE SIGNS
TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-1)-08

©TxDOT July 2002

DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.

REVISIONS
9-08

DATE:
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DATE:
FILE:

SIGN SUPPORT DESCRIPTIVE CODES

(Descriptive Codes correspond to project estimate and quantities sheets)

SM RD SGN ASSM TY XXXXX(X)XX(X-XXXX)

Post Type

FRP = Fiberglass Reinforced Plastic Pipe (see SMD(FRP))
TWT = Thin-Walled Tubing (see SMD(TWT))
10BWG = 10 BWG Tubing (see SMD(SLIP-1) to (SLIP-3))
S80 = Schedule 80 Pipe (see SMD(SLIP-1) to (SLIP-3))

Number of Posts (1 or 2)

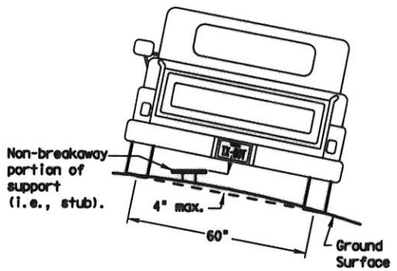
Anchor Type

UA = Universal Anchor - Concreted (see SMD(FRP) and (TWT))
UB = Universal Anchor - Bolted down (see SMD(FRP) and (TWT))
WS = Wedge Anchor Steel - (see SMD(TWT))
WP = Wedge Anchor Plastic (see SMD(TWT))
SA = Slipbase - Concreted (see SMD(SLIP-1) to (SLIP-3))
SB = Slipbase - Bolted Down (see SMD(SLIP-1) to (SLIP-3))

Sign Mounting Designation

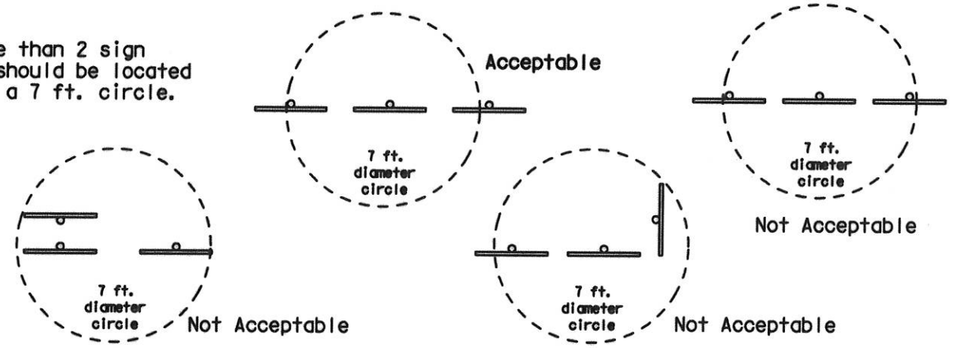
P = Prefab. "Plain" (see SMD(SLIP-1) to (SLIP-3), (TWT), (FRP))
T = Prefab. "T" (see SMD(SLIP-1) to (SLIP-3), (TWT))
U = Prefab. "U" (see SMD(SLIP-1) to (SLIP-3))
IF REQUIRED
1EXT or 2EXT = Number of Extensions (see SMD(SLIP-1) to (SLIP-3), (TWT))
BM = Extruded Wind Beam (see SMD(SLIP-1) to (SLIP-3))
WC = 1.12 #/ft Wing Channel (see SMD(SLIP-1) to (SLIP-3))
EXAL = Extruded Aluminum Sign Panels (see SMD(SLIP-3))

REQUIRED CLEARANCE FOR BREAKAWAY SUPPORT



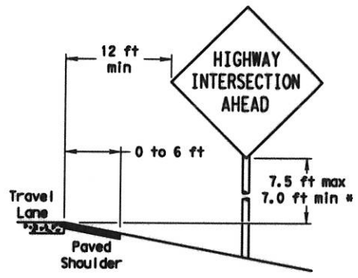
To avoid vehicle undercarriage snagging, any substantial remains of a breakaway support, when it is broken away, should not project more than 4 inches above a 60-inch chord (i.e., typical space between wheel paths).

No more than 2 sign posts should be located within a 7 ft. circle.



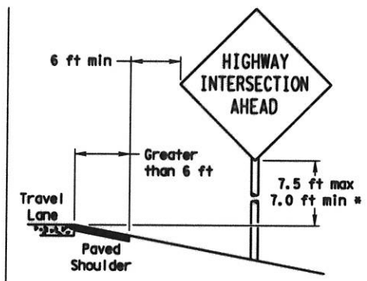
SIGN LOCATION

PAVED SHOULDERS



LESS THAN 6 FT. WIDE

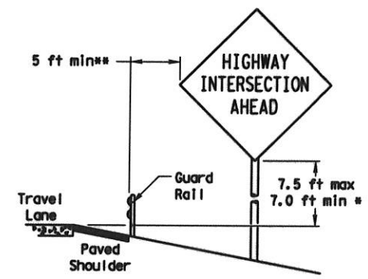
When the shoulder is 6 ft. or less in width, the sign must be placed at least 12 ft. from the edge of the travel lane.



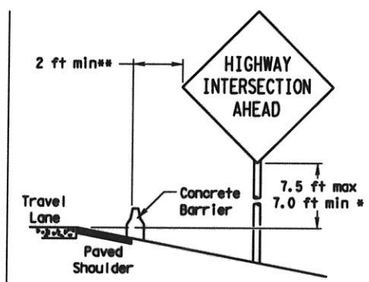
GREATER THAN 6 FT. WIDE

When the shoulder is greater than 6 ft in width, the sign must be placed at least 6 ft. from the edge of the shoulder.

BEHIND BARRIER



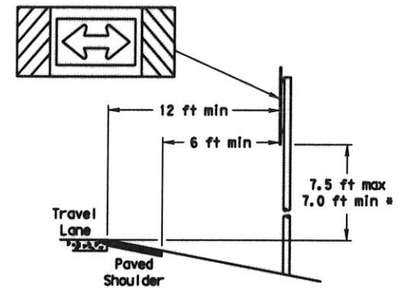
BEHIND GUARDRAIL



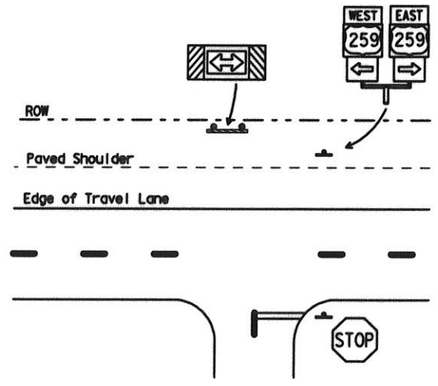
BEHIND CONCRETE BARRIER

**Sign clearance based on distance required for proper guard rail or concrete barrier performance.

T-INTERSECTION



When this sign is needed at the end of a two-lane, two way roadway, the right edge of the sign should be in line with the centerline of the roadway. Place as close to ROW as practical.



* Signs shall be mounted using the following condition that results in the greatest sign elevation:

(1) a minimum of 7 to a maximum of 7.5 feet above the edge of the travel lane or

(2) a minimum of 7 to a maximum of 7.5 feet above the grade at the base of the support when sign is installed on the backslope.

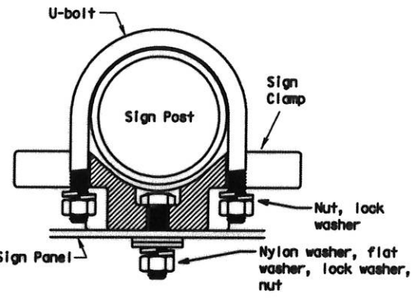
The maximum values may be increased when directed by the Engineer.

See the Traffic Operations Division website for detailed drawings of sign clamps, Triangular Slipbase System components and Wedge Anchor System components.

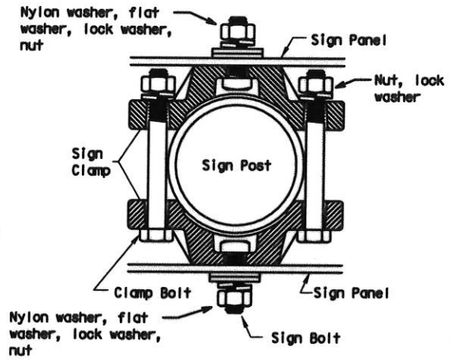
The website address is:
http://www.txdot.gov/publications/traffic.htm

TYPICAL SIGN ATTACHMENT DETAIL

Single Signs



Back-to-Back Signs



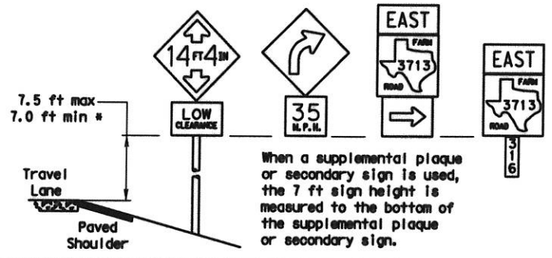
Bolts used to mount sign panels to the clamp are 5/16-18 UNC galvanized square head with nut, nylon washer, flat washer and lock washer. The bolt length is 1 inch for aluminum.

When two sign clamps are used to mount signs back-to-back, use a 5/16-18 UNC galvanized hex head per ASTM A307 with nut and helical-spring lock washer. The approximate bolt lengths for various post sizes and sign clamp types are given in the table at right. The bolt length may need to be adjusted depending upon field conditions.

Sign clamps may be either the specific size clamp or the universal clamp.

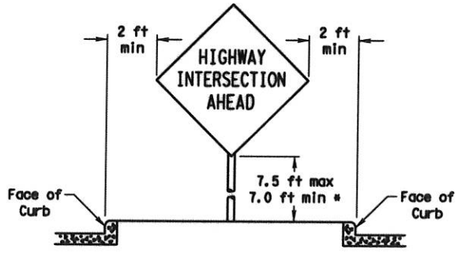
Pipe Diameter	Approximate Bolt Length	
	Specific Clamp	Universal Clamp
2" nominal	3"	3 or 3 1/2"
2 1/2" nominal	3 or 3 1/2"	3 1/2 or 4"
3" nominal	3 1/2 or 4"	4 1/2"

SIGNS WITH PLAQUES



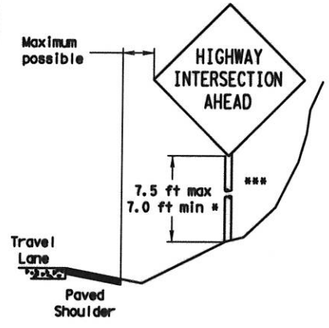
When a supplemental plaque or secondary sign is used, the 7 ft sign height is measured to the bottom of the supplemental plaque or secondary sign.

CURB & GUTTER OR RAISED ISLAND



RESTRICTED RIGHT-OF-WAY

(When 6 ft min. is not possible.)



Right-of-way restrictions may be created by rocks, water, vegetation, forest, buildings, a narrow island, or other factors.

In situations where a lateral restriction prevents the minimum horizontal clearance from the edge of the travel lane, signs should be placed as far from the travel lane as practical.

*** Post may be shorter if protected by guardrail or if Engineer determines the post could not be hit due to extreme slope.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS GENERAL NOTES & DETAILS

SMD(GEN)-08

©TxDOT July 2002

9-08 REVISIONS

FILE: TXDOT		CK: TXDOT	DW: TXDOT	CK: TXDOT	
CONT	SECT	JOB		HIGHWAY	
DIST	COUNTY			SHEET NO.	

FORMS OF SPECIFICATIONS, CONTRACT, BONDS AND BID PROPOSALS

FOR

HIDALGO COUNTY PRECINCT NO. 2

ELDORA ROAD IMPROVEMENTS
(from I Road to Raul Longoria Road)

BID NO.: 2015-367-12-02-MSS



PREPARED BY:

JOSE NOE SALDIVAR, P.E., PROJECT ENGINEER
HIDALGO COUNTY
902 N. DOOLITTLE ROAD
EDINBURG, TEXAS 78542

Hidalgo County Precinct No. 2
Eldora Road Improvements
From I Road to Raul Longoria Road
Bid No. 2015-367-12-02-MSS

TABLE OF CONTENTS

1) Advertisement and Invitation for Bids
2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
4) Statement of Credentials
5) Information for Bidders
6) Bid Form
7) Bid Bond
8) Contract
9) Non Collusion
10) Payment Bond
11) Performance Bond
12) **Exhibit C** -Insurance Requirements
13) General Conditions of the Agreement
14) Title 29 Labor
15) Standard General Condition of Construction Contract
16) Supplemental General Condition
    Exhibit A General Notes
    - **a.** Technical Specifications
    - **b.** Soil Investigation & Pavement Design Report

17) **Exhibit B**
    - **a.** Debarment
    - **b.** W-9
    - **c.** Bidder/Vendor Application
    - **d.** Conflict of Interest Memo
    - **e.** Conflict of Interest Form
    - **f.** Sales Tax and Local Sales Tax Certificate

18) **Exhibit D Border Wage Rates**
    - **a.** Government code Ch 2258
    - **b.** Prevailing Wage Rate
    - **c.** Davis Bacon

19) **Exhibit E**
    - **a.** Change Order
    - **b.** Payment of Application
    - **c.** Estimate Quantity Update
    - **d.** Schedule of Values
    - **e.** Contract Time Statement
    - **f.** List of Suppliers
    - **g.** Partial Release of Lien
    - **h.** Contractor's Affidavit of Payment of Debts and Claims
    - **i.** Prevailing Wage Rates Certificate Statement
    - **j.** Certificate of Construction Completion
    - **k.** Contractor's Affidavit of Release of Liens
    - **l.** Quantity Work Sheet

20) Construction Identification Sign

REQUEST FOR
SEALED BIDS (RFB)

TO SUPPLY HIDALGO COUNTY with sealed bids for the following Construction Project:

Request for Sealed Bids (RFB)	**2015-367-12-02-MSS**	**-HIDALGO COUNTY PRECINCT NO. 2- "Eldora Road Improvements (from I Road to Raul Longoria Road)."**

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: **Hidalgo County Drainage District Office, Nora D Cavazos, 902 N. Doolittle Road, Edinburg, TX 78539, Ph. (956) 292-7080.**

PRE-BID CONFERENCE is scheduled for **Monday, November 23, 2015 at 3:00 P.M.** at HIDALGO COUNTY PURCHASING DEPARTMENT CONFERENCE ROOM-2802 S. Business Hwy 281, Edinburg, TX 78539

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. A Payment Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $25,000. A Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the contract exceeds $100,000.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet with Bidders' name and address on the upper left hand corner of the sealed envelope and/or package and **Bid No. and project name** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address: Hidalgo County New Administration Building, 2812 S. Business Hwy 281, Edinburg, TX 78539
Physical Location: Hidalgo County New Administration Building, 2802 S. Business Hwy. 281 (Southeast of Canton Rd & Business Hwy 281) Edinburg, TX

BIDS ACCEPTANCE: Sealed bids will be accepted until **3:00 p.m. on Wednesday, December 02, 2015** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Attention is called to the fact that not less than, the most current federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

Typed-written RFI's shall be sent to Engineer. Please follow with a call to confirm receipt of RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by November 24, 2015. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda.

The 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 the County. By order of the Commissioners' Court of the County of Hidalgo, Texas.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 10th day of November 2015.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

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

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY PRECINCT NO. 2

"Eldora Road Improvements (from I Road to Raul Longoria Road"

RFB NO: 2015-367-12-02-MSS

Acceptance Date: **December 02, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Moises Salazar, Buyer III
(956) 292-7000 Ext. 4863
moises.salazar@co.hidalgo.tx.us

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 2 – ELDORA ROAD IMPROVEMENTS (FROM I ROAD TO RAUL LONGORIA ROAD)"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2015-637-12-02-MSS - "HIDALGO COUNTY PRECINCT NO. 2 – ELDORA ROAD IMPROVEMENTS (FROM I ROAD TO RAUL LONGORIA ROAD)"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 3:00 p.m., WEDNESDAY, DECEMBER 02, 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 – 2015-637-12-02-MSS - HIDALGO COUNTY PRECINCT NO. 2 – ELDORA ROAD IMPROVEMENTS (FROM I ROAD TO RAUL LONGORIA ROAD)".

   WRITTEN QUESTIONS WILL BE ACCEPTED. Written RFI's shall be sent to the office of project engineer: Jose Noe Saldivar, P.E., to the attention of, Nora D Cavazos at nora.cavazos@hcdd1.org . Please call 956-292-7080 to confirm receipt RFI. RFI's will not be answered by phone. NO HAND WRITTEN RFI'S will be answered. All inquiries shall be forwarded by November 24, 2015. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda. All bidders who paid a deposit will be required to return Addenda as part of the Construction Documents in order to receive full deposit refund.

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate Hidalgo County to accept the lowest dollar amount. The award of this contract shall be made to the responsible bidder whose qualification is determined to be the best evaluated offer resulting from negotiation,

taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **BID- 2015-367-12-02-MSS-HIDALGO COUNTY PRECINCT NO. 2 -"ELDORA ROAD IMPROVEMENTS (FROM I ROAD TO RAUL LONGORIA ROAD)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Carlos Jasso, Accountant IV
Hidalgo County Precinct No. 2
300 W. Hall Acres Rd.
Pharr, Texas 78577
(956) 787-1891

17. Schedule

Pre-Bid Conference,	**3:00 PM**	**November 23, 2015**
Bid Opening,	**3:00 PM**	**December 02, 2015**
Award of Contract		**_____, 2015**
Commence Work or Deliver Products		**_____, 2015**

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $100,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of

employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- NOTICE:
ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the Bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located

at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or

C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

BIDDERS ACKNOWLEDGEMENT
Bid
for
HIDALGO COUNTY PRECINCT NO. 2

"ELDORA ROAD IMPROVEMENTS
(from I Road to Raul Longoria Road)"
BID NO.: 2015-367-12-02-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Table of Contents presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID PACKET)

STATEMENT OF CREDENTIALS

1. **GENERAL:** In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

Name of Bidder: _____

Address: _____

_____

Date Organized: _____ Date Incorporated: _____

Office Number: _____ Fax Number: _____

Number of years in business under present name: _____

Type of work performed by your company: _____

_____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

2. **EXPERIENCE:** The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

_____

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project that will comprise at least 20% of the total project cost. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

6. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

   The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

   Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this _____ day of _____, 20_____.

_____

By_____

Title_____

Subscribed and sworn to me this _____ day of _____, 20___.

By:_____

Notary Public in and for _____County, Texas

My commission expires _____

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The Hidalgo County Pct # 2 (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing department until **Wednesday, DECEMBER 02, 2015 at 3:00 p.m.** and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid for Hidalgo County Pct # 2.

The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each bid must be submitted on the prescribed forms and Certification by Bidder and/or contractor, concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

a Must be acceptable to the Owner after verification of the current eligibility status, and,
b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the

closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s):
Project Name: **Hidalgo County Precinct No. 2 – Eldora Road Improvements (from I Road to Raul Longoria Road).**
Project Number: **2015-367-12-02-MSS**

Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

6. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

7. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

8. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **60** **consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **$ 250.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

9. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

10. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing via e-mail to moises.salazar@co.hidalgo.tx.us or via fax to (956) 292-7612 addressed to Martha L. Salazar, Purchasing Agent, 2802 S. Business Hwy. 281, Edinburg, TX 78539 attn: Moises Salazar, Buyer and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

11. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

12. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

13. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

14. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

15. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

16. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

17. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility serves shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractors price and all such repairs shall conform to the requirements of the company or agency servicing the facility

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Prospective bidders should make a careful examination of the projects sites.

9. Contractor shall review his overall method and schedule of construction with the County Prior to construction for proper coordination of inspection.

10. No open trenches or excavation shall be left open overnight.

BID TAB

HIDALGO COUNTY PRECINCT No. 2

PROJECT No. 2015-367-12-02-MSS

ELDORA ROAD IMPROVEMENTS (FROM "I" RD. TO RAUL LONGORIA RD.)

ESTIMATOR: NOE SALDIVAR, P.E. DATE:10/29/2015

Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words		Unit Price In Figures	Total Extension In Figures
1	*34.33*	*STA*	*PREPARING ROW*	*THREE HUNDRED*	*Dollars*	*$300.50*	*$6,271.44*
				FIFTY	*Cents*		

BASE BID							
Item No.	**Estimated Quantity**	**Unit**	**Item Description**	**Unit Bid Price In Words**		**Unit Price In Figures**	**Total Extension In Figures**
1	10,368	SY	1 1/2" HMAC TYPE "D"	*Dollars*			
				Cents			
2	10,185	SY	PRIME COAT (MC-30) (0.2 GAL/SY)	*Dollars*			
				Cents			
3	184	SY	TACK COAT (SS-1) (0.14 GAL/SY)	*Dollars*			
				Cents			
4	11,096	SY	SCARIFY, PROCESS, PREPARE & STABILIZE (2.5% LIME) ESISTING ROAD SECTION TO ACHIEVE PROPOSED BASE	*Dollars*			
				Cents			
5	11,096	SY	1" COMPACTED CALICHE	*Dollars*			
				Cents			
6	196	SY	COMPACTED CALICHE FILL	*Dollars*			
				Cents			
7	1	LS	EROSION AND SEDIMENT CONTROL STRUCTURAL PRACTICES TO COMPLY WITH COUNTY AND TCEQ REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION	*Dollars*			
				Cents			
8	7,292	LF	REGRADE ROADSIDE DITCH	*Dollars*			
				Cents			
9	197	LF	18"HIGH PERFORMANCE POLYPROPYLENE STORM DRAIN PIPE	*Dollars*			
				Cents			
10	16	LF	18" RUBBER GASKET RCP CL III STROM DRAIN PIPE	*Dollars*			
				Cents			
11	1	EA	TYPE "C-C" INLET WITH CONCRETE APRON	*Dollars*			
				Cents			
12	33	LF	STORM TRENCH BEDDING & BACKFILL	*Dollars*			
				Cents			
13	33	LF	TRENCH PROTECTION	*Dollars*			
				Cents			
14	3	EA	SAFETY END TREATMENT FOR 18" PIPE	*Dollars*			
				Cents			
15	122	SY	ASPHALT DRIVEWAYS (3" CALICHE BASE & 1" ACP)	*Dollars*			
				Cents			
15	1	LS	TRAFFIC CONTROL	*Dollars*			
				Cents			
16	1	LS	PAVEMENT MARKINGS	*Dollars*			
				Cents			
17	1	EA	STOP SIGN R1-1 (36" X 36")	*Dollars*			
				Cents			
18	1	EA	STOP AHEAD SIGN W3-1 (30" X 30")	*Dollars*			
				Cents			
			BASE BID PRICE IN WORDS			**BID IN FIGURES**	
				Dollars		$	
				Cents			

ADD ALTERNATE #1 BID						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	368	LF	REMOVE & REPLACE EXISTING METAL BEAM GUARD FENCE	*Dollars* *Cents*		
			ADD ALTERNATE #1 BID PRICE IN WORDS		BID IN FIGURES	
				Dollars *Cents*	$	

ADD ALTERNATE #2 BID						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	11,096	SY	BIAXIAL GEOGRID 1200	*Dollars* *Cents*		
			ADD ALTERNATE #2 BID PRICE IN WORDS		BID IN FIGURES	
				Dollars *Cents*	$	

ADD ALTERNATE #3 BID						
Item No.	Estimated Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
1	11,096	SY	CEMENT STABILIZATION (2%)	*Dollars* *Cents*		
			ADD ALTERNATE #3 BID PRICE IN WORDS		BID IN FIGURES	
				Dollars *Cents*	$	

LF - LINEAR FEET
EA- EACH
SY- SQUARE YARD(S)
LS- LUMP SUM

COMPANY: _____

PHONE NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

CONTINUATION OF BID PAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid **60** calendar days.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ _____ Dollars (_____) or a Bid Bond in the Sum of _____ _____ Dollars (_____), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1	_____	_____	#2	_____	_____
#3	_____	_____	#4	_____	_____

Respectfully submitted,

_____
Name of Firm

By: _____
Signature Date

_____
Title

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

_____
Address

_____

_____
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____

HIDALGO COUNTY PRECINCT #2
BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned _____

_____ as Principal, and _____

_____ as Surety, are hereby held and firmly bound

unto _____ as OWNER in the penal sum of _____

_____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____

_____ a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the

_____

_____

_____

_____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

_____
Surety

By:_____

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the state where the project is located.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-15-367-XX-XX-XX

This Agreement, entered into this_____day of_____, 2015 by and between **Hidalgo County** (hereinafter called the "OWNER," and, _____ (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

Hidalgo County Precinct No. 2 - "Eldora Road Improvements
(from I Road to Raul Longoria Road)"

Hereinafter called the project, for the sum of _____ **($ _____)** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the Technical Specifications, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by County of Hidalgo, Jose Noe Saldivar, P.E., 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 **60 consecutive calendar days thereafter**. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $ **250.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in five (5) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON;_____, 2015.

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 _____,

2015, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

SAMPLE

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of .....)

County of.....)

_____, being first duly sworn, deposes and says that:

(1) He is _____, of

_____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____

(Title)

Subscribed and sworn to before me on this _____

Day of _____

_____

_____

Title

PAYMENT BOND

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____,
a (2) _____, hereinafter called
Principal and (3)_____ of
_____, hereinafter called the
Surety, are held and firmly bound unto (4) _____ of
_____, hereinafter called Owner, and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to the penal sum of _____ ($_____) Dollars in lawful money of the United States to be paid in (5) _____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6)_____
_____, the Owner, dated the _____ day of _____, A.D. 20_____,
a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT 2
"ELDORA ROAD IMPROVEMENTS
(from I Road to Raul Longoria Road)"

These footnotes refer to numbers in body of contract above:

Date of Bond must not be prior to date of contract

(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner

NOW, THEREFORE, the condition of this obligation is such that, if the –1- Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Act 56th Legislature, Regular Session, 1925 effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its

obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____. A.D., 20____.

ATTEST:

Principal_____

_____ By_____

(Principal) Secretary

(Seal) (Address)_____

_____ Telephone Number:_____

Witness as to Principal

_____ _____

(Address) Surety

ATTEST:

_____ By_____

(Surety) Secretary

(Seal) (Address)_____

_____ _____

Witness as to Surety NOTE:If Contractor is partnership all Partners should execute bond

_____ Telephone Number:_____

(Address)

PAYMENT BOND FORM

_____ _____
(Individual Principal)

_____ _____
(Address) (Business Address)
Telephone Number:_____ Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____ _____
ATTEST: _____

_____
(Business Address)(Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
Secretary of the corporation named as Principal in the within bond; that _____
_____,who signed the said bond on behalf of the Principal was then _____
of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____
(TITLE)
DATE_____ _____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $ _____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

PERFORMANCE BOND
(To be used in Texas under V.A.T.S. 5160)

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____, a (2) _____ _____ OF _____,_____ hereinafter called Principal and (3)_____ of _____, State of _____, hereinafter called the Surety, are held and firmly bound unto (4) _____ of_____, hereinafter called Owner, in the penal sum of _____ ($_____) Dollars in lawful money of the United States to be paid in (5) _____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6)_____, the Owner, dated the _____ day of _____, A.D. 200_____, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT 2
"ELDORA ROAD IMPROVEMENTS
(from I Road to Raul Longoria Road)
hereinafter called the "Work"

These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to date of contract
(1) Correct name of Contractor
(2) A Corporation, a Partnership or an Individual, as case may be
(3) Correct name of Surety
(4) Correct name of Owner
(5) County and State
(6) Owner
(Texas Performance Bond) – Page 2.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications, and contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____. A.D.

ATTEST:

_____
(Principal) Secretary

Principal_____
By_____

(Seal)

(Address)_____

_____
Witness as to Principal

Telephone Number:_____

_____
(Address)

ATTEST:

_____
(Surety) Secretary

By_____

(Seal)

(Address)_____

_____
Witness as to Surety

Telephone Number:_____

_____
(Address)

NOTE: If Contractor is a partnership, all partners should execute bond.

PERFORMANCE-PAYMENT BOND FORM

_____ _____
(Individual Principal)

_____ _____
(Address) (Business Address)
Telephone Number:_____ Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____ _____
ATTEST: _____

_____
(Business Address)(Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
Secretary of the corporation named as Principal in the within bond; that _____
_____,who signed the said bond on behalf of the Principal was then _____
of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____
(TITLE)
DATE_____ _____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $ _____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CL ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

It is the intent of these instructions, plans and specifications to provide guidance for the construction of this project.

2. REGULATIONS AND DISCREPANCIES

All applicable laws, ordinances, policy, rules, regulations and other directives of all authorities having jurisdiction over the projects shall apply to the contract throughout and will be deemed to be included in the contract the same as those written out in full. Discrepancies between regulations or conflicting parts of the Specifications shall be brought to the attention of an clarified by the Engineer before proceeding with any work. Proceeding with affected work without instructions from the Engineer can result in the Contractor being responsible for taking the necessary steps to insure the work conforms to the governing regulation.

3. ENGINEER

Whenever the work "ENGINEER" is used in this contract with reference to the preparation of plans, specifications, and contract documents, it shall be understood as referring to County of Hidalgo, Raul E. Sesin, P.E.

4. INTERPRETATION OF PHRASES

Whenever the words "Directed", "Required", "Permitted", "Designated", "Considered Necessary", "Prescribed", or words of like importance are used, it shall be understood that the direction, requirements, permission, order, designation or prescription, of the ENGINEER is intended and similarly, the words "Approval", "Acceptable", "Satisfactory", or words of like importance shall mean approved by or acceptable of satisfactory to the ENGINEER. The preceeding to the contrary notwithstanding, Engineer's approval or acceptance of the work shall by advisory to OWNER, and shall not bind the OWNER to accept or approve the same.

Whenever, in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot,, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, then, in all such cases, any question of the fulfillment of said specifications shall be decided by the ENGINEER, and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

GENERAL CONDITIONS OF THE AGREEMENT

1. GENERAL

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Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

(29 **FR** 97, **Jan. 4, 1964, as amended at** 33 **FR** 32575, **Nov.** 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own prope@ for his personal protection in his work, such as safety shoes, safety

or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any

deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit

directly or indirectly from the deduction either in the form of **a** commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee **in** writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in **a** bona **fide** collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which **are** not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

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National Society of Professional Engineers
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American Consulting Engineers Council
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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of
items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which nay 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 perfomance 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 perfomance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the perfomance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC-14.02.C.1 Replace "ten days" with "thirty days" to read as follows:

Thirty days after presentation of the application for payment to OWNER with ENGINEERS recommendation, the amount recommended will (subject to provisions of paragraph 14.02.D) become due, and when due will be paid by the OWNER to CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

General Notes

GENERAL NOTES

1. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE HIDALGO COUNTY PRECINCT No. 2 AND THE CITY OF SAN JUAN.

2. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT RICHARD GARCIA WITH NORTH ALAMO WATER SUPPLY CORP. 48 HOURS PRIOR TO COMMENCEMENT OF WORK @ (956) 383-1618 TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.

3. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT MR. RAMIRO RAMIREZ WITH THE CITY OF SAN JUAN 48 HOURS PRIOR TO COMMENCEMENT OF WORK @ (956) 223-2200 TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.

4. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT TxDOT 48 HOURS PRIOR TO COMMENCEMENT OF WORK @ (956) 702-6101 FOR THE SPOTTING OF TRAFFIC SIGNAL LOOP DETECTORS AND TO MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.

5. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL DIG-TESS 48 HOURS PRIOR TO COMMENCEMENT OF WORK FOR UTILITY SPOTTING @ (1-800-DIG-TESS).

6. THE CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF LOCATION OF EXISTING FACILITIES PRIOR TO BEGINNING ANY EXCAVATION.

7. LOCATIONS OF UNDERGROUND FACILITIES ARE FROM BEST INFORMATION AVAILABLE. NEITHER THE OWNER OR ENGINEER, WARRANT THE ACCURACY OF THE INFORMATION PROVIDED. ANY DEVIATIONS SHALL BE CALLED TO THE ENGINEER'S ATTENTION IMMEDIATELY.

8. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE CORRESPONDING UTILITY CORPORATION IN REGARDS TO THE RELOCATION/ADJUSTION OF ANY CONFLICTING UTILITIES. THE RELOCATION/ADJUSTMENT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

9. THE CONTRACTOR SHALL REMOVE ALL FENCES LOCATED WITHIN THE EASEMENTS AND RIGHT OF WAY, INTERFERING WITH CONSTRUCTION OPERATION AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH A NEW FENCE OR UNDAMAGED ORIGINAL FENCING. REMOVAL AND REPLACEMENT OF EXISTING AND TEMPORARY FENCES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

10. ANY DAMAGES TO FENCES, WALKS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

11. THE CONTRACTOR SHALL AT ALL TIME PROVIDE ACCESS TO EXISTING RESIDENCES.

12. THE CONTRACTOR IS TO MAINTAIN ALL EQUIPMENT AND TRANSPORTATION OF SAID EQUIPMENT WITHIN THE EXISTING RIGHT-OF-WAYS OF THE CITY, COUNTY OR STATE.

13. NO OPEN EXCAVATION SHALL BE LEFT OPEN OVERNIGHT. ALL EXCAVATIONS WHICH CANNOT BE BACKFILLED OVERNIGHT SHALL BE COVERED, AS A MINIMUM, WITH STEEL PLATING WHEN IN PAVED AND UNPAVED AREAS SUBJECT TO VEHICULAR LOADING; ¾ PLYWOOD, WOOD PLANKING WITH O.S.H.A. ORANGE PLASTIC EXPANDED MESH BARRIER AROUND PERIMETER IN UNPAVED AREAS NOT SUBJECT TO VEHICULAR LOADING, OR AS APPROVED BY THE ENGINEER.

14. THE PREPARATION OF THESE PLANS REFLECTS INFORMATION, PROVIDED BY OTHERS, ON THE APPROXIMATE LOCATION AND EXISTENCE OF EXISTING UTILITY AND ADJACENT PHYSICAL FEATURES. HOWEVER, THEY DO NOT IMPLY OR AFFIRM THAT ALL UTILITIES OR PHYSICAL FEATURES ARE SHOWN. GENERALLY, UTILITY SERVICE CONNECTIONS ARE NOT INDICATED ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR NOTIFICATIONS OF THE OWNER IMMEDIATELY UPON ENCOUNTERING UNFORESEEN CONFLICTS.

15. THE APPROXIMATE LOCATIONS OF KNOWN EXISTING UTILITIES ARE SHOWN, CONTRACTOR SHALL DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD PRIOR TO COMMENCING WORK. CONTRACTOR TO BE FULLY RESPONSIBLE FOR DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE EXISTING UTILITIES.

16. PUBLIC AND PRIVATE UTILITY LINES AND CUSTOMER SERVICE LINES MAY EXIST THAT ARE NOT SHOWN ON THE CONSTRUCTION DRAWINGS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE, MAINTAIN AND PROTECT THE INTEGRITY OF THESE LINES. HAND EXCAVATION MAY BE REQUIRED. THE CONTRACTOR SHALL RESTORE RELOCATED OR DIVERTED UTILITY TO ITS ORIGINAL CONDITION AND LOCATION WHEN APPLICABLE UPON COMPLETION OF CONSTRUCTION. SAID RESTORATION SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

17. WHERE NEW WATER LINES AND SEWER LINES ARE INSTALLED WITH A SEPARATION DISTANCE CLOSER THAN NINE FEET (I.E., WATER LINES CROSSING WASTEWATER LINES, WATER LINES PARALLELING WASTEWATER LINES, OR WATER LINES NEXT TO MANHOLES) THE INSTALLATION MUST MEET THE REQUIREMENTS OF 30 TAC 317 (DESIGN OF SEWAGE SYSTEMS) OR 30 TAC 290 (WATER HYGIENE).

18. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER AND SEWER CONNECTIONS TO ALL HOMES AND BUSINESSES IN WORKING ORDER AT ALL TIMES, EXCEPT FOR BRIEF INTERRUPTIONS IN SERVICE FOR CONNECTIONS TO BE REINSTALLED. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES TO SAID SERVICES.

19. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY SURFACE IRREGULARITIES, AS DIRECTED BY THE ENGINEER, CAUSED BY THE CONTRACTOR'S WORKING OPERATIONS.

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE DRAINAGE OF EXISTING AND/OR PROPOSED FACILITIES AT ALL TIMES DURING CONSTRUCTION.

21. THE CONTRACTOR SHALL INSURE A 6" MINIMUM COVER FOR DRIVEWAY CULVERTS. THE RELAYING OR REMOVAL OF DRIVEWAY PIPE CULVERTS SHALL BE CONSIDERED SUBSIDIARY TO THE UNIT BID PRICES FOR ROADSIDE DITCH GRADING OF THE PROJECT.

22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING AREA BETWEEN THE BACK OF CURB/EDGE OF PAVEMENT, ROAD SIDE DITCH AND RIGHT-OF-WAY TO HAVE POSITIVE FLOW TO THE PROPOSED AND/OR EXISTING DRAINAGE SYSTEM. THIS INCLUDES THE ENTIRE LENGTH OF THE ROAD WITHIN THE PROJECT LIMITS. SAID GRADING SHALL SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

23. ROADSIDE DITCHES SHALL BE REGRADED TO PROVIDE POSITIVE FLOW TO THE EXISTING AND PROPOSED DRAINAGE STRUCTURES. REGRADING ALONG THE ROADSIDE DITCH SHALL BE FROM CULVERT TO CULVERT.

24. THE CONTRACTOR SHALL CLEANUP AND RESTORE THE AREA OF OPERATIONS TO A CONDITION AS GOOD AS OR BETTER THAN THAT WHICH EXISTED PRIOR TO INSTALLATION OF ALL ITEMS TO BE CONSTRUCTED.

25. COUNTY WILL PROVIDE CONTROL POINTS (BENCHMARK AND PROPERTY CORNERS) FOR THE WORK TO BE PERFORMED BY THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING, INCLUDING BUT NOT LIMITED TO HORIZONTAL & VERTICAL GRADE CUTS FOR CURB & GUTTER, ROADWAY, STORM DRAIN PIPE, ROADSIDE DITCHES, DRIVEWAY CULVERTS AND DITCH WORK. THE HMAC, BASE AND SUBGRADE SHALL BE GRADED AS PER THE PROPOSED CROSS SLOPE.

26. THE CONTRACTOR SHALL PROVIDE/MAINTAIN ADEQUATE POSITIVE DRAINAGE AT ALL TIMES DURING THE INSTALLATION OF THE STRUCTURES, DRAINAGE, UTILITY, IRRIGATION AND ROAD IMPROVEMENTS. DEWATERING OF THE TRENCH MAY BE REQUIRED DURING THE INSTALLATION OF THE DRAINAGE, UTILITY AND IRRIGATION FACILITIES/STRUCTURES. SAID DEWATERING SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

27. THE EXISTING ROAD SECTION SHALL BE SCARIFIED AND MIXED WITH NEW CALICHE. ONCE IT IS MIXED IT IS TO BE STABILIZED, PREPARED AND GRADED TO ACHIEVE THE PROPOSED BASE AS PER THE PROPOSED ROAD CROSS SECTION. THE PRODUCT OF THE CRUSHED ASPHALT PAVEMENT (MAX 2" PIECES IN SIZE), SALVAGE CALICHE AND NEW CALICHE SHALL BE TREATED WITH TWO AND A HALF (2.5%) PERCENT LIME BY DRY WEIGHT OF SALVAGE MATERIAL. TREATED MATERIAL SHALL BE DISTRIBUTED TO ACHIEVE THE PROPOSED BASE. THE BASE SHALL BE COMPACTED TO 98% STANDARD PROCTOR DENSITY AND SHALL BE GRADED TO THE CROSS-SLOPE AS PER THE PROPOSED ROAD CROSS-SECTION DETAILS. ANY PREPARATION, STABILIZATION, COMPACTION AND GRADING FOR THE DIFFERENCE BETWEEN THE PROPOSED AND EXISTING ROAD SECTIONS SHALL BE SUBSIDIARY TO THE UNIT BID PRICES FOR THE SCARIFICATION AND PREPARATION OF EXISTING ROAD SECTION (SEE CORE REPORT FOR THE THICKNESS OF THE EXISTING PAVEMENT SECTION).

28. FLEXIBLE BASE AGGREGATE SHALL MEET THE REQUIREMENTS IN THE TABLE BELOW. NEW CALICHE MATERIAL SHALL BE TREATED WITH 0.5% LIME BY DRY WEIGHT OF MATERIAL IF THE PLASTICITY INDEX OF SAID MATERIAL IS GREATER THAN 12.

TYPE E (CALICHE)

PROPERTY	TEST METHOD	REQUIREMENT
2 ½" SEIVE (CUMULATIVE, % RET)	TEX-110-E	0
1 3/4" SEIVE (CUMULATIVE, % RET)	TEX-110-E	0-10
#4 SEIVE (CUMULATIVE, % RET)	TEX-110-E	45-75
#40 SEIVE (CUMULATIVE, % RET)	TEX-110-E	50-85
LIQUID LIMIT, % MAX	TEX-104-E	40
PLASTICITY INDEX, % MAX	TEX-106-E	12
WET BALL MILL, % MAX	TEX-116-E	50
WET BALL MILL, % MAX INCREASE PASSING #40 SIEVE	TEX-116-E	20

29. THE CONTRACTOR SHALL BE RESPONSIBLE TO FOLLOW ALL T.C.E.Q. STORM WATER POLLUTION PREVENTION PLAN (SWP3) REQUIREMENTS AS PER SWP3 SHEETS AND AS STATED IN TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM CONSTRUCTION GENERAL PERMIT (TPDES TXR150000, EFFECTIVE DATE MARCH 5, 2008), INCLUDING N.O.I. SUBMITTAL AND MS4 NOTIFICATION.

30. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION AND SUBMITTAL OF THE TRENCH EXCAVATION PROTECTION PLAN. CONTRACTOR SHALL SUBMIT CONSTRUCTION DETAILS AND DESIGN CALCULATIONS BEARING THE SEAL OF A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS BEFORE CONSTRUCTING THE SHORING AND/OR UTILIZING A TRENCH PROTECTION SYSTEM (BOX). THE ENGINEER RESERVES THE RIGHT TO REJECT DESIGNS NOT MEETING THE REQUIREMENTS OF SECTION ITEM 402 AND 403.

31. ALL DEBRIS, VEGETATION AND SURPLUS MATERIAL, EXCEPT ROADWAY SECTION, RESULTING FROM DEMOLITION AND/OR CLEARING OF THE RIGHT-OF-WAY AND PROJECT LOCATION, IN PREPARATION OF PROPOSED IMPROVEMENTS, ALONG WITH ANY DEBRIS AND/OR VEGETATION REMOVED FROM THE ROADSIDE DITCH AND CURB AND GUTTER, SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE PROPERLY DISPOSED OF AT A SITE ACCEPTABLE TO HIDALGO COUNTY PRECINCT NO 2. THE CONTRACTOR SHALL PROVIDE A LETTER STATING SO. THE SAID CLEARING AND DISPOSAL SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED SO. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS WITHOUT WRITTEN PERMISSION FROM THE AFFECTED PROPERTY OWNER AND THE HIDALGO COUNTY PRECINCT NO 2. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN THE AREAS WITHOUT WRITTEN PERMISSION, HE WILL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND CONTRACTOR SHALL REMOVE THE MATERIAL AT OWN COST.

32. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL EXISTING WATER VALVES AND MANHOLES TO MATCH PROPOSED FINISH GRADE OF ROADWAY. CONCRETE APRONS SHALL BE INSTALLED TO MATCH TOPS WITH PAVEMENT GRADE. THIS WORK SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED OTHERWISE.

33. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT/RELOCATION OF ALL REGULATORY SIGNS REMOVED DUE TO CONSTRUCTION OPERATIONS WITH THE SAME SIGN ON FIXED SUPPORT(S) IMMEDIATELY UPON ITS REMOVAL. APPROVAL BY THE ENGINEER IS NECESSARY BEFORE REMOVING ANY REGULATORY ROADWAY SIGN(S). FLAGGERS ARE REQUIRED TO BE AVAILABLE TO DIRECT TRAFFIC DURING SIGN INTERMEDIATE DOWN TIME. RELOCATION OF ANY DIRECTIONAL SIGN ASSEMBLIES REMOVED DURING CONSTRUCTION OPERATIONS, IMMEDIATELY UPON THEIR REMOVAL, IS REQUIRED. ALL SIGNING, BARRICADING AND TRAFFIC CONTROL SHALL CONFORM TO THE LATEST VERSION OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES". IN NO CASE WILL A SIGN BE REMOVED WITHOUT A REPLACEMENT SIGN AND SUPPORT(S) BEING READILY AVAILABLE AND A LOCATION ESTABLISHED. REMOVAL AND RELOCATION OF THESE SIGNS WILL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED ON THE PROPOSAL.

34. ALL NEW SIGNING SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

35. PAVEMENT SURFACE PREPARATION FOR MARKINGS AND MARKERS WILL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED ON THE PROPOSAL.

36. PERMANENT PAVEMENT MARKINGS FOR THIS PROJECT SHALL BE 0.100 INCHES (100 MIL) THICK THERMOPLASTIC. ANY PERMANENT PAVEMENT MARKINGS OR NON-REMOVAL WORK ZONE PAVEMENT MARKINGS LACKING REFLECTIVITY IN ACCORDANCE WITH TEST METHOD TEX 828-B, WILL NOT BE PAID FOR AS PER COUNTY POLICY. THE ROADWAY WILL BE RE-STRIPED AT NO ADDITIONAL COMPENSATION.

37. THE BEADS USED ON THIS PROJECT SHALL MEET THE REQUIREMENTS OF TxDOT MATERIALS SPECIFICATION DMS-8290, GLASS TRAFFIC BEADS TEXAS TYPE II & III. USE A 50% TYPE II/ 50% TYPE III MIX UTILIZING A DOUBLE DROP SYSTEM WITH TYPE III BEADS DROPPED FIRST.

38. THE CONTRACTOR SHALL COORDINATE AN ONSITE MEETING BETWEEN ALL PARTIES INVOLVED, PRIOR TO COMMENCING ANY STRIPING OPERATION. SAID MEETING WILL BE REQUIRED TO REVIEW ANY REQUIREMENTS AND TO ENSURE QUALITY WORK.

39. THE CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLAN ON ALL STREET AND ROAD CROSSINGS FOR APPROVAL BY HIDALGO COUNTY PRECINCT No. 2 AND PROJECT ENGINEER PRIOR TO COMMENCEMENT OF WORK. ALL CONSTRUCTION OPERATIONS SHALL BE CONDUCTED TO PROVIDE THE LEAST POSSIBLE INTERFERENCE TO TRAFFIC AS PROVIDED FOR IN THE SPECIFICATIONS, TxDOT STANDARDS, TEXAS M.U.T.C.D. AND/OR AS DIRECTED. THE CONTRACTOR SHALL INSTALL THE APPROPRIATE ALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH THE CURRENT EDITION OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

40. THE CONTRACTOR SHALL RELOCATE OR RECONSTRUCT ALL MAIL BOXES TO BE 1' BEHIND BACK OF CURB OR 3' BEHIND EDGE OF PAVEMENT. MAIL BOXES SHALL BE REPLACED TO THE SAME EXISTING CONDITIONS OR BETTER. SAID RELOCATION OF MAIL BOXES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

41. THE CONTRACTOR SHALL EXERCISE DILIGENCE IN THE APPLICATION OF PRIME COAT/ TACK COAT BY THE USE OF FLAGGING AND ROLLING PROCEDURES TO KEEP FROM SPRAYING OR SPLATTERING THE TRAVELING PUBLIC WITH ASPHALT MATERIAL, BLADING MAY ALSO BE NECESSARY TO CLEAN DIRT AND GRASS FROM PAVEMENT EDGES AND TURNOUT AREAS. THE COST OF THIS BLADING WILL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST.

42. AS NOTED ON THE PLAN AND PROFILES, THE ROAD SECTION ALONG THE TRAFFIC SIGNAL INTERSECTIONS MAY HAVE LOOP DETECTORS PRESENT. THESE AREAS ARE TO BE OVERLAID WITH A TACK COAT AND HMAC ONLY; THERE SHALL BE NO SCARIFICATION IN ORDER NOT TO DAMAGE THE LOOP DETECTORS. ANY POT HOLES IN THIS AREA WILL NEED TO BE FILLED AND REPAIRED BEFORE THE OVERLAY. THE POT HOLE REPAIR SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

43. THE CONTRACTOR SHALL INSTALL LOOP DETECTORS TO REPLACE THOSE DAMAGED OR DESTROYED DUE TO CONSTRUCTION OPERATIONS. BEFORE OPERATIONS BEGIN, ALL EXISTING LOOP DETECTOR SHALL BE NOTED AND THEIR CONFIGURATION AND ORIENTATION OBTAINED FOR REPLACEMENT WITH THE SAME SIZE LOOP DETECTORS. IF DAMAGED, THE LOOP DETECTORS SHALL BE REINSTALLED AT NO ADDITIONAL COMPENSATION.

44. ANY DEVIATION OF LOCATION FOR PROPOSED LOOP DETECTOR WORK SHALL BE AS APPROVED BY THE ENGINEER. INSTALL LOOP VEHICLE DETECTORS IN ACCORDANCE WITH TXDOT LOOP DETECTOR STANDARDS. ALL LOOP DETECTORS SHALL BE RECTANGULAR, CONTRACTOR SHALL USE 2/C #14 AWG SHIELDED FOR LOOP LEAD-INS AND #14 AWG FOR LOOP WIRE IN PAVEMENT. SPLICES FOR LOOP WIRE WILL BE PERMITTED ONLY AT GROUND BOXES OR POLE BASE WITH APPROVED WEATHERPROOF SPLICE KITS. A MINIMUM LENGTH OF 2 FEET FOR EACH CABLE SHALL BE LEFT IN EACH GROUND BOX.

45. ALL WIRING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE.

46. IF ALTERNATE BID NO. 1 IS AWARDED THE CONTRACTOR SHALL REMOVE AND REPLACE THE METAL BEAM GUARD FENCE AND GUARDRAIL AS NOTED IN THE PLANS.

47. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL EXISTING INLETS TO THE PROPOSED ELEVATIONS. THIS WORK SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED OTHERWISE.

Technical Specifications

SECTION 00101

ABBREVIATIONS AND DEFINITIONS

PART 1 - ABBREVIATIONS

1.01 Wherever the following abbreviations or symbols are used, they are to be construed the same as the respective expressions represented:

AASHTO American Association of State Highway and Transportation Officials

AB ..... Aggregate Base
AC ..... Asphalt Concrete
ACB ..... Asphalt Concrete Institute
ACI ..... American Concrete Institute
ACP ..... Asbestos Cement Pipe
ACPA ..... American Concrete Pipe Association
AD ..... Assessment District
AGC ..... Associated General Contractors of America, Inc.
AIEE ..... American Institute of Electrical Engineers
AISC ..... American Institute of Steel Construction
ANSI ..... American National Standards Institute
APWA ..... American Public Work Association
AREA ..... American Railway Engineers Association
ASMI ..... American Society of Mechanical Engineers
ASCE ..... American Society of Civil Engineers
Asph ..... Asphalt
ASTM ..... American Society for Testing and Materials
AWG ..... American Wire Gage (Nonferrous Wire)
AWPA ..... American Wood Preservers Association
AWPI ..... American Wood Preservers Institute
AWS ..... American Welding Society
AWWA ..... American Water Works Association
BC ..... Beginning of Curb or Back of Curb
BCR ..... Beginning of Curve Return or Back of Curb Radius
BM ..... Bench Mark
BWG ..... Birmingham Wire Gage (Iron and Steel Wire)
CB ..... Catch Basin
C.C. or C/C ..... Center to Center
Cem. ..... Cement
CF ..... Curb Face
CI ..... Cast Iron
CIP ..... Cast-Iron Pipe
CIPP ..... Cast-in- Place Pipe
C.L. or CL ..... Center Line
CMP ..... Corrugated Metal Pipe
CMPA ..... Corrugated Metal Pipe Arch
CO ..... Clean Out
Col ..... Column

Conc.....Concrete
Const.....Construct
DF .....Douglas Fir
DG.....Decomposed Granite
DMH.....Drop Manhole
D/W .....Driveway
EC .....End of Curve
EL. or Elev.....Elevation
Ex. or Exist. .....Existing
F & C.....Frame and Cover
FH .....Fire Hydrant
FL.....Flow Line
Fl. El.....Floor Elevation
FS .....Federal Specification of Finished Surface
FHWA .....Federal Highway Administration, Department of Transportation
Galv.....Galvanized
GL .....Ground Line
Gr. .....Grade
H .....Height or High
HC.....House Connection Sewer
Hor .....Horizontal
ID .....Inside Diameter
Inv. .....Invert
IP.....Iron Pipe
ITE .....Institute of Transportation Engineers
Lin. .....Liner
LL .....Liquid Limit
Long .....Longitudinal
Max. .....Maximum
MH .....Manhole
M .....Thousand
m .....meter or middle
Min. .....Minutes or Minimum
Mon. .....Monolithic or Monument
MTD .....Multiple Tile Duct
NEC .....National Electrical Code
NEMA.....National Electrical Manufacturers Association
NFPA .....National Fire Protection Association
NGS .....National Geodetic Survey
OC.....On Center
OD.....Outside Diameter
PC .....Point of Curvature
PCC .....Point of Compound Curve or Portland Cement Concrete
PI.....Point of Intersection or Plasticity Index
PL.....Property Line or Plastic Limit
PP .....Power Pole
ppm .....Parts per Million
PRC .....Point of Reverse Curve
Prop .....Proposed or Property
psf .....Point of Tangency

psi ..... Pavement
PT ..... Polyvinylchloride Pipe
Q ..... Rate of Flow
R ..... Radius
RC ..... Reinforced Concrete
RCP ..... Reinforced Concrete Pipe
Rdwy ..... Roadway
Ret.Wall ..... Retaining Wall
RGRCP ..... Rubber Gasket-Reinforced Concrete Pipe
s. ..... Slope
SAE ..... Society of Automotive Engineer
San. ..... Sanitary
SCCP ..... Steel Cylinder Concrete Pipe
SD ..... Storm Drain
Sdl ..... Saddle
Sect. ..... Section
Spec. ..... Specification
San. S ..... Sanitary Sewer
St. ..... Street
Sta. ..... Station
Std. ..... Standard
T ..... Tangent Distance
TH ..... Test Hole
THM ..... Trap Manhole
UL ..... Underwriters' Laboratories, Inc.
USA ..... United States of America Standards Institute, Inc.
V ..... Velocity
VC ..... Vertical Curve
VCP ..... Vitrified Clay Pipe
VCPI ..... Vertical Curve Point of Intersection
Vert. ..... Vertical
W.I. ..... Wrought Iron

1.02 All abbreviations and symbols used on plans for structural steel construction shall conform to those given in the Steel Construction Manual of the American Institute of Steel Construction.

PART 2 - DEFINITIONS

2.01 Agreement-- The written agreement which constitutes a contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement.

2.02 Application for Payment-- The form furnished by ENGINEER which is to be used by CONTRACTOR in requesting progress payments and which is to include the schedule of values required by paragraph 14.1 and an affidavit of CONTRACTOR that progress payments theretofore received on account of the Work have been applied by CONTRACTOR to discharge in full all of CONTRACTOR'S obligations reflected in prior Applications for Payment.

2.03 Bid-- The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

2.04 Bidder-- Any person, firm, or corporation submitting a Bid for the Work.

2.05 Bonds-- bid, performance, and payment bonds and other instruments of security, furnished by CONTRACTOR and his surety in accordance with the Contract Documents.

2.06 Change Order-- A written order to CONTRACTOR signed by COUNTY authorizing an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

2.07 CITY -- A public body or authority or the contracting agency for whom the work is to be performed.

2.08 Contract Documents-- The Agreement, Addenda (whether issued prior to the opening of Bids of the execution of the Agreement), Instructions to Bidders, CONTRACTOR's Bid, the Bonds, the Certificate of Insurance, the Notice of Award, Notice to Proceed, these COUNTY of McAllen Standard Specifications, Plans and Drawings, and all Modifications.

2.09 Contract Price-- The total monies payable to CONTRACTOR under the Contract Documents.

2.10 Contract Time-- The number of days stated in the Agreement for the completion of the Work, computed of the Work, computed as provided in paragraph 17.2.

2.11 Contracting Agency-- (See COUNTY)

2.12 CONTRACTOR-- The person, firm, or corporation with whom OWNER has executed the Agreement.

2.13 Day-- A calendar day of twenty-four hours measured from midnight to the next midnight.

2.14 Drawings or Plans-- The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

2.15 ENGINEER-- The OWNER'S employee or agent responsible for the engineering design and construction inspection and supervision, acting directly or through duly authorized representatives.

2.16 Field Order-- A written order issued by ENGINEER which clarifies or interprets the Contract Documents in accordance with paragraph 9.3 or order minor changes in the Work in accordance with paragraph 10.2.

2.17 General Conditions -- Conditions which apply to all projects and which can be modified by Special conditions.

2.18 General Provisions-- A term having the same meaning as the term General Conditions.

2.19 Modification-- (a) A written amendment to the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by ENGINEER in accordance with paragraph 9.3, or (d) a written order for a minor change or alteration in the Work issued by ENGINEER pursuant to paragraph 10.2. A Modification may only be issued after execution of the Agreement.

2.20 Notice of Award-- The written notice by OWNER to the apparent successful Bidder stating that, upon compliance with the conditions precedent to be fulfilled by him within the time specified, OWNER will execute and deliver the Agreement to him.

2.21 Notice to Proceed-- A written notice given by COUNTY to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligations under the Contract Documents.

2.22 Project-- The entire construction to be performed as provided in the Contract Documents.

2.23 Reference Specifications, Test Methods, and Applicable Codes-- All standard specifications and test methods of any society, association, or organization herein referred to are hereby made a part of these Contract Documents the same as if written in full. (Any reference to a paragraph or subparagraph within a section shall include all general provisions of the section to which reference is made.) Reference to such standards refer to the latest publiqhed issues as of the date of publication issues as of the date of Invitation to Bid. Reference to local or state codes and laws shall mean the latest adopted and published codes as of the date of the Invitation to Bid.

2.24 Resident Project Representative-- The authorized representative of ENGINEER who is assigned to the Project site or any part thereof.

2.25 Service Connections-- Service Connections shall be construed to mean all or any portion of the pipe, conduit, cable, or duct which connects a utility main or distribution line to a building, home, residence, or property.

2.26 Shop Drawings-- All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by CONTRACTOR, a Subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the Work.

2.27 Special Conditions-- Conditions which are written for a specific project and which modify any section or paragraph of the General Conditions.

2.28 Specifications, also Technical Specifications-- Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work. When Section Items 400, 402, 403, 420, 421, 440, 462, 464 make reference to the following Item numbers 132, 360, 404, 420, 424, 426, 427, 431, 437, 438, 441, 446, 448, 50, 522, 524, 526, 575, the CONTRACTOR shall use Texas Department of Transportation (TxDOT) Standard Specifications for Construction of Highways, Streets and Bridges Latest Edition for Specifications of the aforementioned Item Numbers.

2.29 Subcontractor-- An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

2.30 Substantial Completion-- The date as certified by ENGINEER when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with paragraph 14.13.

2.31 Supplementary Specifications-- which are written to modify any section or paragraph of the Technical Specifications of this document.

2.32 Utility--Overhead or underground wires, pipe lines, conduits, ducts, or structures, operated and maintained in or across a public right-of-way or easement or private easement.

A. Public Utility--Owned and operated by a municipality or another political subdivision of the State.

B. Private Utility--Owned and operated by a private company or corporation.

2.33 Work-- Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnishing thereof.

*** * * END OF SECTION * * ***

SECTION 00102

PRELIMINARY MATTERS

PART 1 - EXECUTION OF AGREEMENT:

1.01 At least four (4) counterparts of the Agreement and such other Contract Documents as practicable will be executed and delivered by CONTRACTOR to COUNTY within fifteen days of the Notice of Award; and COUNTY will execute and deliver one counterpart to CONTRACTOR within ten days of receipt of the executed Agreement from CONTRACTOR. COUNTY will identify those portions of the Contract Documents not so signed and such identification will be bidding on all parties. COUNTY, CONTRACTOR, and Project ENGINEER shall receive and executed counterpart of the Contract Documents and additional conformed copies as required.

PART 2 - DELIVERY OF BONDS

2.01 When he delivers the executed Agreements to COUNTY, CONTRACTOR shall also deliver to OWNER such Bonds as he may be required to furnish in accordance with the contract documents.

PART 3 - CONTRACT DOCUMENTS

3.01 COUNTY shall furnish to CONTRACTOR up to three (3) copies, unless otherwise provided in the Special Conditions, of the Contract Documents as are reasonably necessary for the execution of the work. Additional copies will be furnished upon request at the cost of reproduction.

PART 4 - CONTRACTOR'S ACKNOWLEDGMENT

4.01 CONTRACTOR represents that he has familiarized himself with and assumes full responsibility for having familiarized himself with the nature and extent of the CONTRACT DOCUMENTS, Work, locality, and will all local conditions and federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect performance of the Work and represents that he has correlated his study and observations with the requirement of the Contract Documents.

4.02 CONTRACTOR also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

PART 5 - COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

5.01 The Contract Time will commence to run on the thirteenth day after the day on which the executed Agreement is delivered by COUNTY to CONTRACTOR or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later that the nineteenth day after the day on which COUNTY delivers the executed Agreement to CONTRACTOR. A Notice to Proceed may be given at any time within thirty days after the day on which COUNTY delivers the executed Agreement to CONTRACTOR.

PART 6 - PRE-COMMENCEMENT ACTIVITIES

6.01 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract documents and check and verify pertinent figures shows thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to ENGINEER for his failure to discover any conflict, error, or discrepancy in the Drawings of Specifications.

6.02 Within ten days after delivery of the executed Agreement by COUNTY to CONTRACTOR, CONTRACTOR shall submit to ENGINEER for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a preliminary schedule of Shop Drawing submissions.

6.03 Before starting the work at the site, CONTRACTOR shall furnish ENGINEER certificates of insurance as required in the Contract Documents. Within twenty days after delivery of the executed Agreement by COUNTY to CONTRACTOR, but before starting the Work at the site, a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be ENGINEER, Project Engineer, Project Inspector, CONTRACTOR and his Superintendent.

PART 7 - COMMENCEMENT

7.01 CONTRACTOR shall tart to perform his obligations under the Contract Documents on the date when the Contract Time commences to run. No Work shall be done at the site prior to the date on which the Contract time commences to run.

*** * * END OF SECTION * * ***

SECTION 00104

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 The Contractor shall be responsible for providing materials which meet the requirements indicated. For manufactured materials such as reinforcing steel, expansion joint materials, concrete pipe, cement, miscellaneous steel, cast iron materials, etc., the CONTRACTOR will be required to furnish a manufacturer's certificate that the material meets the requirements specified for this project.

1.02 The COUNTY shall monitor all materials incorporated into the project and their placement by testing at the COUNTY's expense. The COUNTY does not guarantee the accuracy or validity of the data nor does the COUNTY assume any responsibility for the CONTRACTOR'S interpretation of the data. Materials or work which do not meet the specifications shall be removed or modified.

1.03 All retesting for work rejected on the basis of the initial test results will be at the expense of the CONTRACTOR and the extent of the retesting shall be determined by the ENGINEER. The ENGINEER may require additional testing for failing tests and may require two passing retests acceptance will be made by the COUNTY.

1.04 The testing laboratory will be designated by the ENGINEER and shall perform all work in a professional manner and conform to the requirement of ASTM E 329.

1.05 Inspection, sampling and testing requirements, where applicable, are set forth in, but not necessarily limited to, the following Sections:

Section XXX Earthwork - Excavating, Backfilling and Compacting:

	Compaction Control and Testing.
Section	Sub-grade and Base Construction.
Section	Street Surface Courses.
Section	Concrete and Structures.
Section	Underground Piped Utilities.
Section	Incidental Construction.
Section	Soil Treatment, Termite Control.
Section	Pile Driving, Load Tests.
Section	Metal Fastening: Welding and Bolting.
Section	Structural Metal Framing.

PART 2 - LABORATORY DUTIES AND LIMITS OF AUTHORITY

2.01 Cooperate with ENGINEER and CONTRACTOR: provide qualified personnel as required promptly on notice.

2.02 Acquaint ENGINEER'S personnel with testing procedures and with all special conditions encountered at the site.

2.03 Perform specified inspections sampling and testing of materials and construction methods:

A. Comply with specified standards, ASTM and other recognized authorities.
B. Ascertain compliance with contract requirements.

2.04 Promptly notify the ENGINEER of irregularities or deficiencies of work which are observed during performance of services.

2.05 Promptly submit 3 copies of reports of observations and tests to the ENGINEER including but not limited to:

2.06 Perform additional services ordered by the ENGINEER.

2.07 Laboratory is not authorized to:
A. Release, revoke, alter or enlarge on contract requirements.
B. Approve or accept any portion of work.
C. Perform any duties of the CONTRACTOR.

PART 3 - CONTRACTOR'S RESPONSIBILITIES

3.01 Furnish product mix design together with the applicable design work sheets and data to meet or exceed contract requirements.

3.02 Cooperate with COUNTY's laboratory personnel, provide access to the work or to the manufacturer's operations.

3.03 Provide to laboratory preliminary representative samples of materials to be tested in specified quantities.

3.04 Furnish copies of mill test reports.

3.05 Furnish verification of compliance with contract requirements for materials and equipment.

3.06 Furnish casual labor and facilities:
A. To provide access to work to be tested.
B. To obtain and handle samples at site.
C. To facilitate inspections and tests.
D. For laboratory's exclusive use for storage and curing of test samples.

3.07 Notify ENGINEER 24 hours in advance of operations to allow for the assignment of personnel.

3.08 Notify laboratory 24 hours in advance of operations to allow for the assignment of personnel.

3.09 Correct work which is defective or which fails to conform to the Contract Documents. Corrective work shall not delay the project or the work of other CONTRACTORS.

3.10 Pay all costs of retesting when test results indicate non-compliance with contract requirements.

3.11 Patch all surfaces and areas disturbed by testing operation.

*** * * END OF SECTION * * ***

SECTION 00105

AVAILABILITY OF LAND, PHYSICAL CONDITIONS AND REFERENCE POINTS

PART 1 - AVAILABILITY OF LANDS

1.01 COUNTY shall furnish, as indicated in the Contract Documents and not later than the date when needed by CONTRACTOR, the lands upon which the Work is done, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR.

1.02 Easement for permanent structures or permanent changes in existing facilities will be obtained and paid for by COUNTY, unless otherwise specified in the Contract Documents. If CONTRACTOR believes that any delay in COUNTY's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore in the Contract Documents.

1.03 CONTRACTOR shall provide for all additional lands and access thereto may be required for temporary construction facilities or storage of materials and equipment.

PART 2 - PHYSICAL CONDITIONS; SURVEYS AND REPORTS

2.01 The COUNTY will, upon request, furnish to the CONTRACTOR copies of all boundary surveys, subsurface tests, and other pertinent reports and material which are available in ENGINEER'S office.

2.02 CONTRACTOR shall promptly notify ENGINEER in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents.

2.03 ENGINEER will promptly investigate those conditions and perform further surveys or subsurface tests deemed necessary. Promptly thereafter OWNER shall obtain the necessary additional surveys and tests and furnish copies to ENGINEER and CONTRACTOR.

2.04 If ENGINEER finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

PART 3 - REFERENCE POINTS

3.01 ENGINEER shall provide engineering surveys for construction to establish reference points which, in his judgment, are necessary to enable CONTRACTOR to proceed with the Work.

3.02 CONTRACTOR shall be responsible for surveying and laying out the Work (unless otherwise provided in the Special Conditions) and shall protect and preserve the established reference point and shall make no changes or relocations without the prior written approval of ENGINEER. He shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

3.03 CONTRACTOR shall replace and accurately relocate all reference points so lost, destroyed or moved.

*** * * END OF SECTION * * ***

SECTION 00106

SUSPENSION OF WORK AND TERMINATION

PART 1 - COUNTY SUSPENSION OF WORK

1.01 ENGINEER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR which shall fix the date on which work shall be resumed.

1.02 CONTRACTOR shall resume the work on the date so fixed.

1.03 CONTRACTOR will be allowed an extension of the contract time directly attributable to any suspension if he makes a claim therefore as provided in Section 107 and the contract documents.

PART 2 - COUNTY TERMINATION OF WORK

2.01 If CONTRACTOR is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or if he disregards the authority of ENGINEER, or if he otherwise violates any provision of the contract Documents, then ENGINEER may, without prejudice to any other right or remedy and after giving CONTRACTOR and his Surety seven day's written notice, terminate the services of CONTRACTOR and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR and finish the work by whatever method he may deem expedient.

2.02 In such case CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional service, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to COUNTY.

2.03 Such costs incurred by COUNTY shall be determined by ENGINEER and in corporate in a Change Order.

2.04 Where CONTRACTOR's services have been so terminated by ENGINEER, said terminations shall not affect any rights of COUNTY against CONTRACTOR then existing or which may thereafter accrue.

2.05 Any retention or payment of monies by COUNTY due CONTRACTOR will not release CONTRACTOR for liability.

2.06 Upon seven days written notice to CONTRACTOR, COUNTY may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, CONTRACTOR shall be paid for all work executed and any expense sustained plus a reasonable profit.

PART 3 - CONTRACTOR SUSPENSION OR TERMINATION OF WORK:

3.01 If, through no act or fault of CONTRACTOR, the work is suspended for a period of more than ninety days by COUNTY or under an order of court or other public authority, or ENGINEER fails to act on any application for payment within thirty days after it is submitted, or COUNTY fails to pay CONTRACTOR any sum approved by ENGINEER or awarded by arbitrators within thirty days written notice to ENGINEER, terminate the agreement and recover from COUNTY payment for all work executed and any expense sustained plus a reasonable profit.

3.02 In addition and in lieu of terminating the agreement, if ENGINEER has failed to act on an application for payment or COUNTY has failed to make any payment as a foresaid, CONTRACTOR may, upon seven days' notice to ENGINEER, stop the work until he has paid all amounts then due.

*** * * END OF SECTION * * ***

SECTION 00107

WORK BY OTHERS

PART 1 - GENERAL

1.01 COUNTY may perform additional work related to the Project by itself, or it may let other direct contracts therefore which shall contain General Conditions similar to these. CONTRACTOR shall afford the other contractors who are parties to such direct contracts (or COUNTY, if it is performing the additional work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

1.02 If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor (or COUNTY,) CONTRACTOR shall inspect and promptly report to ENGINEER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other work after the execution of his Work.

1.03 CONTRACTOR shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work with the written consent of ENGINEER and of the other contractors whose work will be affected.

1.04 If the performance of additional work by other contractors of COUNTY is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by COUNTY or others involves him an additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore.

1.05 Work by the CONTRACTOR and work by others should be coordinated and expedited by the COUNTY of his representative to prevent time delays and additional cost to the CONTRACTORS. Any extension of time and/or additional costs caused by other contractors or utility service companies may be claimed.

*** * * END OF SECTION * * ***

SECTION 00108

CONTRACTOR'S RESPONSIBILITIES

PART 1 - SUPERVISION AND SUPERINTENDENCE

1.01 CONTRACTOR shall supervise and direct the work efficiently and with is best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction; but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method,technique,sequence, or procedure of construction which is indicated in and required by the contract documents. CONTRACTOR shall be responsible to see that the finished work complies accurately with the contract documents.

1.02 CONTRACTOR shall keep on the work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the ENGINEER (Written Notice Only, Not Consent) except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

PART 2 - LABOR, MATERIALS AND EQUIPMENT

2.01 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the contract documents. He shall at all times maintain good discipline and order at the site.

2.02 CONTRACTOR shall furnish all material, equipment, labor, transportation,construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

2.03 All materials and equipment shall be new, except as otherwise provided in the contract documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2.04 All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except asotherwise provided in the contract documents.

PART 3 - SUBCONTRACTORS

3.01 If the specifications, laws, ordinances, or applicable rules or regulations permit CONTRACTOR to furnish or use a substitute that is equal to any material or equipment specified, and if CONTRACTOR wishes to furnish or use a proposed substitute, he shall make written application to ENGINEER for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to the specified, and be suited to the same use and capable of performing the same function as that specified; stating whether or not its incorporation in or use

in connection with the project is subject to the payment of any license fee or royalty; and identifying all variations of the proposed substitute from that specified and indicating available maintenance service. No substitute shall be ordered or installed without the written approval of ENGINEER, who will be the judge of equality and may require CONTRACTOR to furnish such other data about the proposed substitute as he considers pertinent. No substitute shall be ordered or installed without such performance guarantee and bonds as ENGINEER may require which shall be furnished at CONTRACTOR's expense.

PART 4 - SUBCONTRACTORS

4.01 CONTRACTOR shall not employ and subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom COUNTY or ENGINEER may have reasonable objection. A subcontractor or other person or organization identified in writing to COUNTY and ENGINEER by CONTRACTOR prior to the notice of award and not objected to in writing by COUNTY or ENGINEER prior to the Notice of Award will be deemed acceptable to COUNTY and ENGINEER. Acceptance of any subcontractor, other person, or organization by COUNTY or ENGINEER shall not constitute a waiver of any right of COUNTY or ENGINEER to reject defective work or work not in conformance with the contract documents.

4.02 If COUNTY or ENGINEER, after due investigation, have reasonable objection to any subcontractor,other person, or organization proposed by CONTRACTOR after the notice of award, CONTRACTOR shall submit an acceptable substitute and the contract price shall be increased or decreased by the difference in cost occasioned by such substitution and on appropriate change order shall be issued. CONTRACTOR shall not be required to employ any subcontractor, other person, or organization against whom he has reasonable objection. CONTRACTOR shall not, without the consent of COUNTY and ENGINEER, make any substitution for any subcontractor, other person, organization who has been accepted by COUNTY and ENGINEER unless ENGINEER determines that there is good cause for doing so.

4.03 CONTRACTOR shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the contract documents shall create any contractual relationship between COUNTY or ENGINEER and any subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of COUNTY or ENGINEER to pay or to see to the payment of any monies due any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific work done in accordance with the schedule of values.

4.04 The sections of the specifications and the identifications of any drawings shall not control CONTRACTOR in dividing the work among subcontractors or delineating the work to be performed by any specific trade.

4.05 CONTRACTOR agrees to bind specifically every subcontractor to the applicable terms and conditions of the contract documents for the benefit of COUNTY.

PART 5 - PATENT FEES AND ROYALTIES

5.01 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to

the use in the performance of the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the contract documents for use in the performance of two work and if, to the actual knowledge of COUNTY or ENGINEER, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by COUNTY in the contract documents.

5.02 CONTRACTOR shall indemnify and hold harmless COUNTY and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the contract documents and shall defend all such claims in connection with any alleged infringement of such rights.

PART 6 - PERMITS

6.01 CONTRACTOR shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of his bid. COUNTY shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACT, when necessary, in obtaining such permits and licenses. CONTRACTOR shall also pay all public utility charges.

PART 7 - LAWS, REGULATIONS AND ORDINANCE

7.01 Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If CONTRACTOR observes that the specifications or drawings are at variance-therewith, he shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If CONTRACTOR performs any work knowing it to be contrary to such law, ordinances, rules, and regulations and without such notice to ENGINEER, he shall bear all costs arising there from; however, it shall not be is primary responsibility to make certain that the specifications and drawings are in accordance with such laws, ordinances, rules and regulations.

PART 8 - TAXES

8.01 CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by him in accordance with the laws and ordinances.

PART 9 - USE OF PREMISES

9.01 CONTRACTOR shall confine his equipment, the storage of materials and equipment, and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the contract documents and shall not unreasonably encumber the premises with materials or equipment.

9.02 CONTRACTOR shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the work to stresses or pressures that will endanger it.

PART 10 - RECORD DRAWINGS

10.01 CONTRACTOR shall keep one record copy of all specifications, drawings, addenda, modifications, and shop drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER and shall be delivered to him for COUNTY upon completion of the project.

PART 11 - SAFETY AND PROTECTION

11.01 CONTRACTOR shall be responsible for initiating maintaining, and supervising all safety precautions and programs in connection with work. He shall take all necessary precautions for the safety of and provide the necessary protection to prevent damage, injury, or loss to:

A. All employees on the work and other persons who may be affected thereby:

B. All the work and materials or equipment to be incorporated there-in whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

11.02 The CONTRACTOR shall conduct his operations in a manner which will minimize interference with the normal use of property adjacent to the construction work and shall give owners of such property at least 24 hours notice of the commencement of work in the area abutting their property. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. He shall notify owners of adjacent utilities at least 48 hours in advance when prospection of the work may effect them. All damage, injury, or loss to any property referred to above caused, directly or indirectly, in whole or in part, by CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR, except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of CONTRACTOR.

11.03 CONTRACTOR's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and ENGINEER has issued a notice to CONTRACTOR that work is acceptable.

11.04 CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent, unless otherwise designated in writing by CONTRACTOR to OWNER.

PART 12 - EMERGENCIES

12.01 In emergencies affecting the safety of persons or the work or property at the site or

adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER, is obligated to act, at his discretion, to prevent threatened damage, injury, or loss. He shall give ENGINEER prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby; and a change order shall thereupon be issued covering the changes and deviations involved.

12.02 If CONTRACTOR believes that additional work done by him in any emergency which arose from causes beyond his control entitles him to an increase in the contract price or an extension of the contract time, he may make a claim there for.

PART 13 - SHOP DRAWINGS AND SAMPLES

13.01 After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for approval, in accordance with the accepted schedule of shop drawing submissions, five copies (or, to ENGINEER's option, one reproducible copy) of all shop drawings which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. The date shown on the shop drawing will be complete with respect to dimensions, design criteria, materials of construction, and the like to enable ENGINEER to review the information as required.

13.02 CONTRACTOR shall also submit to ENGINEER for approval, with such promptness as to cause no delay in work, all samples required by the contract documents. All samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended.

13.03 At the time of each submission, CONTRACTOR shall in writing call ENGINEER's attention to any deviations that the shop drawings or sample may have from the requirements of the contract documents.

13.04 ENGINEER will review and approve with reasonable promptness shop drawings and samples, but his review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the contract documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make any corrections required by ENGINEER and shall return the required number of corrected copies of shop drawings and resubmit new samples until approved. CONTRACTOR shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections called by the ENGINEER on previous submissions. CONTRACTOR's stamp of approval on any shop drawing or sample shall constitute a representation to ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he assumes full responsibility for doing so and that he has reviewed or coordinated each shop drawing or sample with the requirements of the work and the contract documents.

13.05 Where a shop drawing or sample submission is required by the specifications, no related work shall be commenced until the submission has been approved by ENGINEER. A copy of each approved shop drawing and each approved sample shall be kept in a good order by CONTRACTOR at the site and shall be available to ENGINEER.

13.06 ENGINEER approval of shop drawings or samples shall not relieve CONTRACTOR from

his responsibility for any deviations from the requirements of the contract documents unless CONTRACTOR has in writing called ENGINEER's attention to such deviation at the time of submission and ENGINEER has given written approval to the specific deviation, nor shall any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the shop drawings.

PART 14- CLEANING

14.01 CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish, and debris from and about the premises, as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by COUNTY. CONTRACTOR shall restore to their original condition those portions of the site not designated for alterations by the contract documents, unless the completion of the work is directly affected by the item in dispute.

PART 15 - INDEMNIFICATION

15.01 CONTRACTOR shall indemnify and hold harmless COUNTY and ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work by the CONTRACTOR, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there-from and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

15.02 In any and all claims against COUNTY or ENGINEER or any of their agents or employees by copy any employees of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 15.01 shall not be limited in any way by any limitation on the amount of type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

15.03 The obligations of CONTRACTOR under paragraph 15.01 shall not extend to the liability of ENGINEER, his agents, or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys change orders, designs, or specifications or (b) the giving of or giving or failure to give is the primary cause of injury or damage.

*** * * END OF SECTION * * ***

SECTION 00113

SOILS AND SUBSURFACE INVESTIGATION

PART 1 - GENERAL

1.01 Depending on the project requirements, the ENGINEER may have obtained geotechnical information, which may include subsurface date, logs of soil borings and recommendations from geotechnical consultants.

1.02 Any information obtained is solely for use by the ENGINEER in the design of the project and are not part of the contract. If soil borings have been prepared they will be included in the section or on the plans.

1.03 Any geotechnical information included is for information only. The COUNTY and the ENGINEER do not guarantee the accuracy or validity of the data, nor do they assume any responsibility for the CONTRACTOR'S interpretation or conclusions drawn from the data.

1.04 The CONTRACTOR may, at his option, perform additional subsurface investigations at his own expense.

*****END OF SECTION*****

SECTION 02101

PREPARATION OF RIGHT-OF-WAY

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Removal and disposal of all obstructions from the right-of-way and from designated easements, as noted in the plans.

B. Obstructions shall include:

1. Remains of houses not completely removed by others.
2. Concrete, foundations, floorslabs curb and gutter, driveways, and sidewalk.
3. Building materials such as brick, lumber and plaster.
4. Water wells, septic tanks, manholes, inlets , utility pipes and conduits.
5. Underground service station tanks, equipment or other foundations.
6. Fencing and retaining walls.
7. Paved parking areas.
8. Abandoned railroad tracks, ties, and scrap iron.
9. Ancillary structures such as shacks and outhouses.
10. Trees, stumps, bushes, shrubs, roots, limbs and logs.
11. All rubbish and debris whether above or below ground.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Provide materials required to perform work as specified.

PART 3 - EXECUTION

3.01 GENERAL

A. Clear entire project right-of-way and such other areas, including public or corporate lands, specified in the plans of all structures and obstructions.

B. Trim carefully all trees and shrubs designated for preservation and protect from scarring or other injuries during construction operation.

C. Removal of all foundations and underground obstructions, unless otherwise specified, shall be removed to the following depths:

1. In embankment areas, two (2) feet below natural ground.
2. In excavation areas, two (2) feet below the lower elevation of excavation.
3. In all other areas, one (1) foot below natural grade.

D. Backfill all holes, as directed by the ENGINEER, resulting from all removals.

E. Complete the preparation of right-of-way such that prepared right-of-way is free of holes, ditches and other abrupt changes in elevations and irregularities to contours.

F. Plug the remaining ends of all abandoned storm sewers, culverts, sanitary sewers, conduits and utility pipes with concrete, as specified by the ENGINEER, to form a tight closure.

G. On existing concrete where only a portion is to be removed, care shall be exercised to avoid damage to remaining concrete. Where concrete reinforcement is encountered in removed portions, a minimum of one (1) foot of such reinforcement shall be cleaned of old concrete and left in place to tie into new construction. Concrete to be preserved, but subsequently destroyed by the CONTRACTOR'S operations, shall be replaced by the CONTRACTOR'S operations, shall be replaced by the CONTRACTOR at his expense in accordance with County Specifications, or as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 PREPARATION OF RIGHT-OF-WAY

A. Preparation of right-of-way shall be measured on a lump-sum basis with measurement for payment made only on areas indicated and classified on the plans as preparation of right-of-way.

B. When not listed as a separate contract pay item, preparation of right-of-way shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*****END OF SECTION*****

SECTION 02102

CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Clearing and grubbing on project site of trees, stumps, brush, roots, vegetation, logs, rubbish and other objectionable matter within limits described in specifications or as shown on plans.

B. Clearing and grubbing shall be in advance of grading operation except that in cuts over 3 feet in depth, grubbing may be done simultaneously with excavation, provided objectionable matter is removed as specified.

C. Disposal of all debris resulting from clearing and grubbing work.

1.02 PROTECTION OF ADJACENT WORK:

A. Protect all areas outside indicated construction areas.

B. Protect existing improvements, adjacent property, utilities and other facilities, and trees and plants not to be removed from injury or damage.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Provide materials required to perform work as specified.

PART 3 - EXECUTION

3.01 CLEARING:

A. Clear all areas covered by dikes, roads, structures and embankments within project limits unless otherwise shown in plans.

B. Remove all saplings, brush, down-timber and debris unless shown or directed otherwise.

C. Use tree wound paint to treat scars, gashes or limb stubs on trees not removed.

3.02 GRUBBING:

A. Trees, stumps, root systems, rocks and other obstructions shall be removed to the depths shown when they fall within the construction templates for the following items:

1.	Footings	18" below bottom of footing
2.	Sidewalks (or other types of walks)	12" below bottom of walk
3.	Roadways or Streets	18" below bottom of sub-grade
4.	Parking Areas	18" below bottom of sub-grade
5.	Grassed Areas	18" below top soil
6.	Fills	24" below bottom of fill

B. Blasting not permitted.

3.03 REMOVAL OF DEBRIS AND CLEANUP:

A. Burn as permitted by regulating agencies or the ENGINEER as work progresses.

B. Unguarded fires will not be permitted.

C. Permits will be obtained, where required, for necessary burning or disposal sites.

D. Dispose of all waste materials not burned by removal from site.

E. Materials cleared and grubbed shall be the property of the CONTRACTOR and shall be his responsibility for disposal.

PART 4 - MEASUREMENT AND PAYMENT

4.01 CLEARING AND GRUBBING:

A. Clearing and Grubbing shall be measured for payment either in acres or by lump sum only for areas indicated on the plans, or as provided in the proposal and contract.

B. When not listed as a separate contract pay item, Clearing and Grubbing shall be considered as incidental work, and the cost thereof shall be included in such contract pay items as are provided in the proposal contract.

C. Compensation, whether by contract pay items or incidental work will be furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * *END OF SECTION * * ***

SECTION 02210

SUBGRADE PREPARATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of scarifying, blading and rolling the sub-grade to obtain a uniform texture and provide as nearly as practical a uniform density for the 6-inches of the sub-grade.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. All preparing of the right-of-way and/or clearing and grubbing shall be complete before starting the sub-grade preparation.

B. The sub-grade shall be scarified and shaped in conformity with the typical sections and the lines and grades indicated or as established by the ENGINEER by the removal of existing material or addition of approved material.

C. All unsuitable material shall be removed and replaced with approved material.

D. All foundations, walls or other objectionable material shall be removed to a minimum depth of 18-inches under all structures and 12-inches under areas to be vegetated. All holes, ruts and depressions shall be filled with approved material.

E. The surface of the sub-grade shall be finished to the lines and grades as established and be in conformity with the typical sections indicated.

F. Any deviation in excess of 1/2 inch cross section and in a length of 10 feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and compacting by sprinkling and rolling.

G. Sufficient sub-grade shall be prepared in advance to insure satisfactory prosecution of the work.

H. The CONTRACTOR will be required to set blue tops for the sub-grade on centerline, at quarter points and curb lines or edge of pavement at intervals not exceeding 50 feet.

I. All suitable material removed may be utilized in the sub-grade with the approval of the ENGINEER. All other material required for completion of the sub-grade shall also be subject to approval by the ENGINEER.

J. Sub-grade materials on which structures shall be placed shall be compacted by approved mechanical tamping equipment to a dry density of the total material of not less than 95 percent nor more than 100 percent of the maximum dry density s determined in accordance with SDHPT test method tex-114-E.

K. Sub-grade materials on which planting or turf will be established shall be compacted to a minimum of 85 percent of the maximum dry density as determined in accordance with SDHPT test method tex-114-E.

L. Tests for density will be made as soon as possible after compacting operations are completed. If the material fails to meet the density specified, it shall be reworked as necessary to obtain the density required.

M. Just prior to placing any base materials, density and moisture content of the top 6-inches of compacted sub-grade shall be checked and if tests show the density to be more than 2 percent below the specified minimum or the moisture content to be more than 3 percent above or below the optimum, the sub-grade shall be reworked as necessary to obtain the specified compaction and moisture content.

N. When lime stabilization of the sub-grade is specified, the lime is to be added in accordance with Section 02240, Lime Stabilization.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. All acceptable sub-grade preparation will be measured by the square yard.

B. The measured area includes the entire width of the roadway for the entire length as indicated.

4.02 PAYMENT

A. The accepted quantities of sub-grade preparation will be paid for at contract unit bid price per square yard.

B. When not listed as a separate contract pay item, sub-grade preparation shall be considered as incidental work, and the cost thereof shall be included in such contract pay item (s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02221

TRENCH EXCAVATION, BACKFILL AND COMPACTION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Excavation, shoring, de-watering, pipe bedding, trench backfill, compaction, grading and cleanup of all pipeline trenching for the project.

B. All work must be done in accordance with these specifications and the safety requirements of the State and OSHA Standards.

1.02 JOB CONDITIONS:

A. Site Acceptance:

1. Accept site in condition existing during Contract time frame.
2. Ground water/surface water found during construction are conditions of the contract and responsibility of Contractor.

B. Adverse Weather:

1. Place no backfill that is excessively wet or frozen.
2. Place no backfill in excessively wet or frozen trenches.

PART 2 - PRODUCTS

2.01 PIPE BEDDING AND BACKFILL:

A. The type of bedding shall be stated on the Plans or in the Special Conditions of the contract document. Determination of source of materials for bedding and backfill to meet the stated conditions shall be responsibility of CONTRACTOR, but use of such materials shall be subject to approval of ENGINEER.

B. Excavated Material Backfill:
Excavated material may be used in the trench backfill, provided that all hard rock and stones having any dimensions greater than 6 inches and frozen earth debris and roots larger than 2 inches are removed for the initial backfill.

C. Select Backfill:
Select backfill shall be gravel, fine rock cuttings, sand, sandy loam or loam free from excessive clay. Rock cuttings shall have no dimension greater than 2 inches.

D. Sand Backfill:
Sand backfill shall be clean, hard, durable, un-coated grains, free from lumps and organic material. All materials must pass a No. 8 Sieve.

E. Granular Backfill:
Granular backfill shall be free flowing, such as sand or hydraulically graded shall be free from lumps, stones over 2 inches in diameter, clay and organic matter.

F. Controlled Density Fill:
Use high slump mixture of portland cement, fly ash and fine aggregate formulated, licensed and marketed as K-Krete or equal. Provide mixture with minimum 28-day compressive strength of 70 psi with no measurable shrinkage or surface settlement.

2.02 CRADLING ROCK:

A. Use crushed rock or stone with 70-100% passing 1> inch sieve and no more than 50% passing 1 inch sieve.

2.03 SHEETING, SHORING AND BRACING:

A. Use sound timber or structural steel.

B. Use shapes and sizes as required.

PART 3 - EXECUTION

3.01 GENERAL:

A. Dewatering:

1. Execute work "dry". No pipe or conduits shall be laid or concrete poured on excessively wet soil.
2. Prevent surface water from flowing into excavation.
3. Provide equipment for handling water encountered as required. Obtain approval of proposed method of dewatering.
4. No sanitary sewer shall be used for disposal of trench water.

B. Protection of Existing Utilities:

1. Notify all utilities of location and schedule of work.
2. Locations and elevations of utilities shown on plans are to be considered approximate only. Notify utility and ENGINEER of conflicts between existing and proposed facilities.
3. Repair, relay or replace existing utilities damaged, destroyed or disrupted during work. Unless specified otherwise, replacement will be at the CONTRACTOR's expense.

C. Sheeting, Shoring and Bracing:

1. Provide as necessary, to hold walls of excavation, prevent damage to adjacent structures, and to protect workmen and property.
2. Leave sheeting and shoring in place where removal might cause damage to work or otherwise indicated on drawings.
3. When movable trench shield is used below spring line of pipe, it shall be lifted prior to any forward movement to avoid pipe displacement.

D. Changes in Grade:

1. Grades may be adjusted 1.5 feet (plus or minus) from plan grades to suit unforeseen construction conflicts or conditions with approval of ENGINEER.
2. No additional compensation will be made for such changes.

3.02 EXCAVATION AND TRENCHING:

A. General:

1. Method of excavation at CONTRACTOR's option.
2. Excavate by hand under tree roots 3 inches and larger, and under and around structures and utilities.
3. Stockpile and replace topsoil to a minimum of 8 inches for surface restoration in grassed or agricultural areas.

B. Trench Characteristics:

1. Depth: as indicated for pipe installation to lines and grades required with proper allowance for thickness of pipe and type of bedding specified or indicated.
2. Width:
   a. Keep width of trench as narrow as possible and yet provide adequate room for backfilling and jointing.
   b. Maximum width as follows:

Pipe Size Inches	**Max. Trench Width**
4 &6	2' - 0"
8 & 10	2' - 4"
12	2' - 6"
15	2' - 9"
18	3' - 0"
Over 18	Pipe O.D. + 12"

3. Trench walls must be vertical below top of pipe and may be vertical or sloped above pipe to conform to excavating codes.
4. Provide bell holes for each pipe joint where pipe bears on undisturbed earth.
5. Trench bottom shall be free of large stones and other foreign material.

3.03 SOFT, SPONGY OR UNSTABLE MATERIALS:

A. Stop work and notify ENGINEER.

B. Perform remedial work as directed.

C. If material is judged unsuitable and removal is authorized, remove and replace with trench stabilizing material as directed by ENGINEER.

3.04 ROCK EXCAVATION:

A. Excavate any rock to maintain minimum 6-inch clearance around pipe.

B. Dispose of rock material not suitable for backfill as directed by ENGINEER.

C. Use of explosives not permitted without prior written authorization from OWNER and ENGINEER.

D. Provide Special Hazard Insurance covering liability for blasting operations.

3.05 BEDDING:

A. Place after bottom of trench has been excavated to proper depth and grade.

B. Place, compact and shape bedding material to conform to barrel o pipe to insure continuous firm bedding for fill length of pipe.

C. Provide bedding as described in following table unless indicated otherwise on Plans or in Special Conditions.

Pipe Material	Minimum Bedding Class
1. Vitrified Clay Pipe	Class C *
2. Non-reinforced Concrete Pipe	Class C *
3. Reinforced Concrete Pipe	Class D *
4. Ductile Iron Pipe	Class D *
5. Steel Cylinder	Class C *
6. Flexible or Composite Pipe	Class 1 * *

* Refers to standard detail, "Pipe Envelope Requirements ",Dwg. D-01.

** Refers to standard detail, "Flexible Pipe Bedding Requirements", Dwg. D-02.

3.06 TRENCH BACKFILL

A. Use excavated material backfill (2.01B) unless otherwise specified.

B. Use Sand Backfill for all trenches within 5 feet of buildings and beneath walks, parking areas, paved streets or existing exposed utilities.

C. Initial Backfill:

1. Place after pipe has been bedded and checked for alignment, grade and internal obstructions.
2. Carry out in an orderly fashion after authorization to cover pipe has been given.
3. Allow no more than 300 feet of trench to be open at one time.
4. Do not backfill until concrete or mortar has sufficiently cured.
5. Record location of connections and appurtenances before backfilling.
6. Place by hand and hand tamp to not less than 12-inches above top of pipe, in approximately 4-inch layers.
7. Backfill simultaneously on both sides of pipe to prevent displacement.
8. Place cushion of 4 feet above pipe envelope before using heavy compacting equipment.

D. Subsequent Backfill:

1. Place backfill into trench at an angle so that impact on installed pipe is minimized.
2. Compaction of all backfill material shall be performed in a manner that shall not crack, crush, and/or cause the installed pipe to be moved from the established grade and/or alignment.
3. Area under or within 5 feet of pavement; and under or within 2 feet of utilities, buildings, or walks shall be mechanically compacted to the top of the sub-grade in 6-inch lifts to a minimum of 95 percent Standard Proctor Density.
4. Areas not subject to vehicular traffic shall be backfilled in layers not more than 10-inches in depth.
5. Compaction method at discretion of CONTRACTOR with following exceptions:

    a. If in OWNER's opinion compaction method presents potential damage to pipe, it will not be allowed.
    b. Compaction of any backfill material by flooding or jetting will require prior written authorization of ENGINEER.

6. Mound excavated materials no greater than 6 inches in open areas only.

7. Fill upper portion of trench with topsoil as specified hereinbefore.

E. Controlled Density Fill:

1. Use where shown on plans.
2. Provide suitable forms to limit volume of control density fill material.
3. Prevent flow of material into existing drain lines.
4. Protect exposed utility lines during placement.
5. Place material in accordance with suppliers' written recommendations unless directed otherwise by ENGINEER.

3.07 EXCESS MATERIAL:

A. Waste excess excavated material where directed by ENGINEER.

3.08 TESTING:

A. Unless specified elsewhere, testing will be responsibility of OWNER.

B. Standard Proctor Density:

1. ASTM D698.
2. One (1) required for each type of material encountered.

C. In Place Density:

1. ASTM D1556 (Sand Cone)
2. ASTM D2167 (Balloon)
3. ASTM D3017 (Nuclear)

D. One (1) test per each 400 cubic yards of backfill placed.

PART 4 - MEASUREMENT AND PAYMENT

4.01 TRENCH EXCAVATION:

A. Trench excavation shall be considered incidental to pipeline installation.

B. Payment shall be made at the contract unit price per cubic yard only if a bid item is established in the contract.

4.02 BACKFILL:

A. Payment for backfill shall be made at the contract unit price per cubic yard only if a separate bit item is established in the contract.

B. No allowance for waste shall be made.

C. If ENGINEER orders an initial backfill material other than that specified in contract, it shall be paid for as an extra in price per cubic yard as compacted in place, EXCEPT if a higher class embedment is ordered by ENGINEER because the CONTRACTOR has over-excavated the trench width.

D. If the CONTRACTOR over-excavates the trench width and the ENGINEER orders the next higher class of embedment to be used, the embedment for as if the original specified embedment was used.

E. If the ENGINEER orders the excavated material to be removed and disposed of and replaced with another material and a separate bid item is not established as a bid item, the material shall be paid as an extra.

F. If the CONTRACTOR fails to compact the backfill to the density requirements, the ENGINEER may order the material removed and replaced at no cost to the OWNER.

G. The disposal of rejected material shall be at no cost to the OWNER.

*** * * * END OF SECTION * * * ***

SECTION 02225

UNCLASSIFIED STREET EXCAVATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Perform all required excavation within the limits of right-of-way and adjacent thereto (except excavations specifically described and provided for elsewhere in the specifications).

B. Remove, properly use, or dispose of all excavated materials.

C. Shape and finish all earthwork in conformance with lines and grades as shown on the plans or as specified by the ENGINEER.

D. Schedule work to avoid property owner inconvenience as practical during construction.

E. Exercise care in operating applicable equipment beneath or adjacent to trees, sidewalks, poles, and other existing features to prevent damage.

F. Restore obstructions removed to accommodate construction equipment or to facilitate excavation.

1.02 CLASSIFICATION:

A. All street excavation shall be unclassified, regardless of material encountered.

B. Any reference to rock or any other material on the plans, or in these specifications, is not to be constructed as classification of the excavation.

PART 2 - PRODUCTS

2.01 SUBGRADE:

A. Use on-site material moved from cut areas to fill areas as approved by ENGINEER.

B. Use borrow materials from areas designated as needed.

2.02 DRAINAGE PROVISIONS:

A. Interruptions of natural surface drainage, or flow of artificial drains shall be mitigated by the CONTRACTOR by use of temporary drainage facilities, as approved by the ENGINEER, to prevent damage to public or private interest.

B. Restore original drainage as soon as the work shall permit.

C. The CONTRACTOR shall be held liable for all damages which may result from neglect to provide for either natural or artificial drainage which his work may have interrupted.

PART 3 - EXECUTION

3.01 UNCLASSIFIED STREET EXCAVATION:

A. Perform all excavation, embankment and grading required for pavement and/or curb and/or gutter as shown on plans.

B. Move suitable excavated material to areas requiring fill and place in accordance with these specifications. Determination of suitable material will be made by ENGINEER. Haul unsuitable material to waste sites.

C. Slope cut or fill sections uniformly from curb line to sidewalk or other controlling feature, as designated by ENGINEER. Smooth bank to provide a neat finished appearance.

D. Remove and replace unstable soils encountered during grading operations with suitable material. Notify ENGINEER of suspected unsuitable material before commencing removal. Authorized replacement with select material will be paid for by change order.

E. Replace gravel or rock driveway surfaces disturbed by grading with like material at no additional cost to OWNER.

F. Strip, salvage and stockpile topsoil in sufficient quantity to allow a uniform 6-inch lift over all disturbed areas not otherwise surfaced. Topsoil is included in unclassified excavation.

G. Removed existing culvert pipe where shown as part of incidental to unclassified excavation.

3.02 UNSTABLE OR UNSUITABLE SUBGRADE:

A. Excavate unstable subgrade at least 2 feet below grade where directed by ENGINEER.

B. Replace with suitable stable material approved by ENGINEER.

C. Compact to uniform density in 6-inch lifts.

D. Density of compacted subgrade to be equal to or greater than adjacent undisturbed grade.

E. Payment will be as specified for unclassified excavation.

F. Conduct operations in such a manner such that measurements may be taken before any backfill, as required above, is placed.

3.03 EXCESS OR UNSUITABLE EXCAVATION:

A. Dispose of excavation in excess of that needed or unsuitable for construction. As directed by the ENGINEER, excess or unsuitable excavation may be used for widening of embankments, or flattening of slopes, or as otherwise specified.

B. Obtain approval of the ENGINEER as to disposition and method for disposal of excess or unsuitable excavation.

3.04 GENERAL:

A. Provide all labor, equipment and associated materials to excavate areas specified.

PART 4 - MEASUREMENT AND PAYMENT

4.01 UNCLASSIFIED STREET EXCAVATION:

A. Unclassified street excavation, as authorized, shall be measured in its original position and the volume determined by the average end area method. All work performed shall be paid for at the contract bid price per cubic yard for unclassified street excavation.

B. When not listed as a separate contract pay item, unclassified street excavation shall be considered as incidental work, and the cost thereof shall be included in such contract pay item s as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required by the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02230

EXCAVATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK

A. This work shall consist of excavating and properly utilizing or otherwise satisfactorily disposing of all excavated materials, of whatever character, within the limits of work.

B. Excavation shall also consist of constructing, compacting, shaping and finishing of all earthwork in designated areas on the plans, as specified herein, and in conformity with the required lines grades and typical cross sections or as directed by the ENGINEER.

C. When not otherwise included, this item shall include the work described in Section 02101 - Preparation of Right-of Way, Section 02102 - Clearing and Grubbing, Section 02236 - Embankment, Section 02238 - Removal of Concrete, and Section 02210 – Sub-grade Preparation.

Introduction

The Occupational Safety and Health Administration (OSHA) issued its first Excavation and Trenching Standard Standard in 1971 to protect workers from excavation hazards. Since then, OSHA has amended the standard several times to increase worker protection and to reduce the frequency and severity of excavation accidents and injuries. Despite these efforts, excavation-related accidents resulting in injuries and fatalities continue to occur.

To better assist excavation firms and contractors, OSHA has completed updated the existing standard to simplify many of the existing provisions, add and clarify definitions, eliminate duplicate provisions and ambiguous language, and give employers added flexibility in providing protection for employees. The standard is effective as of March 5, 1990.

In addition, the standard provides several new appendices. One appendix provides a consistent method of soil classification. Others provide sloping and benching requirements pictorial examples of shoring and shielding devises, timber tables, hydraulic shoring tables, and selection charts that provide a graphic summary of the requirements contained in the standard.

This booklet highlights the requirements in the updated standard excavation and trenching operations, provides methods for protecting employees against cave-ins, and described safe work practices for employees.

Scope and Application

OSHA's revised rule applies to all open excavations in the earth's surface, which includes

trenches.

According to the OSHA construction safety and health standards, a trench is referred to as a narrow excavation made below the surface of the ground in which the depth is greater than the width-the width not exceeding 15 feet. An excavation is any man-made cut, cavity, trench, or depression in the earth's surface formed by earth removal. This can include excavations for anything from cellars to highways.

General Requirements

Planning for Safety

Many on-the-job accidents are a direct result of inadequate initial planning. Correcting mistakes in shoring and/or sloping after work has begun slows down the operation, adds to the cost, and increases the possibility of an excavation failure. The contractor should build safety into the pre-bid planning in the same way all other pre-bid factors are considered.

It is a good idea for contractors to develop safety checklists before preparing a bid, to make certain there is adequate information about the job site and all needed items are on hand.

These checklists should incorporate elements of the relevant OSHA standards as well as other information necessary for safe operations.

Before preparing a bid, these specific site conditions should be taken into account:

- Traffic,
- Nearness of structures and their conditions,
- Soil,
- Surface and ground water,
- The water table,
- Overhead and underground utilities and
- Weather.

These and other conditions can be determined by job site studies, observations, test borings for soil type or conditions, and consultations with local officials and utility companies.

Before any excavation actually begins, the standard requires the employer to determine the estimated location of utility installations-sewer, telephone, fuel, electric, water lines, or any other underground installations-that may be encountered during digging. Also, before starting the excavation, the contractor must contact the utility companies or owners include and inform them, within established or customary local response times, of the proposed work. The contractor must also ask the utility companies or owners to find the exact location of the underground installations. If they cannot respond within 24 hours (unless the period required by the state or local law is longer), or if they cannot find the exact location of the utility installations, the contractor may proceed with caution. To find the exact location of underground installations, workers must use safe and acceptable means. If underground installations are exposed, OSHA regulations also require that they be removed, protected or properly supported.

When all necessary specific information about the job site is assembled, the contractor is ready

to determine the amount, kind, and cost of safety equipment needed. A careful inventory of the safety items on hand should be made before deciding what additional safety material must be acquired. No matter how may trenching, shoring and backfilling jobs have been done in the past, each job should be approached with the utmost care and preparation.

Before Beginning the Job

It is important, before beginning the job, for the contractor to establish and maintain a safety and health program for the work site that provides adequate systematic policies, procedures, and practices to protect employees from, and allow them to recognize, job-related safety and health hazards.

An effective program includes provisions for the systematic identification, evaluation, and prevention or control of general workplace hazards, specific job hazards, and potential hazards that may arise from foreseeable conditions. The program may be written or verbal but it should reflect the unique characteristics of the job site.

To help contractors develop an effective safety and health program, in 1989 OSHA issued recommended guidelines for the effective management and protection of worker safety and health. The complete original text of the non-mandatory guidelines is found in the Federal Register (54 FR(18):3904-3916, January 26, 1989).

A copy of the guidelines can be obtained from the OSHA Publications Office, U.S. Department of Labor, 20 Constitution Avenue, N.W., Room N-3101, Washington, D.C. 20210, or from the nearest OSHA Regional Office listed in this booklet.

To be sure safety policies are implemented effectively, there must be cooperation among supervisors, employee groups, including union, and individual employees. Each supervisor must understand the degree of responsibility and authority he or she holds in a particular area. For effective labor support, affected unions should be notified of construction plans and asked to cooperate.

It is also important, before beginning work, for employers to provide employees who are exposed to public vehicular traffic with warning vests or other suitable garments marked with or made of reflectorized or high-visibility material and ensure that they wear them. Workers must also be instructed to remove or neutralize surface encumbrances that may create a hazard.

In addition, no employee should operate a piece of equipment, without first being properly trained to handle it and fully alerted to its potential hazards.

In the training and in the site safety and health program, it also is important to incorporate procedures for fast notification and investigation of accidents.

On-the-Job Evaluation

The Standard requires that a competent person inspect, on a daily basis, excavations and the adjacent areas for possible cave-ins, failures of protective systems and equipment, hazardous

atmospheres, or other hazardous conditions. If these conditions are encountered, exposed employees must be removed from the hazardous area until the necessary safety precautions have been taken. Inspections are also required after natural (e.g. heavy rains) or man-made events such as blasting that may increase the potential for hazards.

Larger and more complex operations should have a full-time safety official who makes recommendations to improve the implementation of the safety plan. In a smaller operation, the safety official may be part-time and usually will be a supervisor.

Supervisors are the contractor's representatives on the job. Supervisors should conduct inspections, investigate accidents, and anticipate hazards. They should ensure that employees receive on-the-job safety and health training. They should also review and strengthen overall safety and health precautions to guard against potential hazards, get the necessary worker cooperation in safety manners, and make frequent reports to the contractor.

It is important that managers and supervisors set the example for safety at the job site. It is essential that when visiting the job site, all managers, regardless of status, wear the prescribed protective equipment such as safety shoes, safety glasses, hard hats, and other necessary gear (see CFR 1926.100 and 102).

Employees must also take an active role in job safety. The contractor and supervisor should make certain that workers have been properly trained in the use and fit of the prescribed protective gear and equipment, that they are wearing and using the equipment correctly, and that they are using safe work practices.

Cave-Ins and Protective Support Systems

Support Systems

Excavation workers are exposed to many hazards, but the chief hazard is danger of cave-ins. OSHA requires that in all excavation employees exposed to potential cave-ins must be protected by sloping, or benching the sides of the excavation; supporting the sides of the excavation, or placing a shield between the side of the excavation and the work area.

Designing a protective system can be complex because of the number of factors involved-soil classification, depth of cut, water content of soil, changes due to weather and climate, or other operation in the vicinity. The standard, however, provides several different methods and approaches (four for sloping and four for shoring, including the use of shields)* for designing protective systems that can be used to provide the required level of protection against cave-ins.

One method of ensuring the safety and health of workers in an excavation is to slope the side to an angle not steeper than one and one-half horizontal to one vertical (34 degrees measured from the horizontal). These slopes must be excavated to form configurations that are in accordance with those for Type C soil found in Appendix B of the standard. A slope of this graduation or less is considered safe for any type soil (see Figure 1).

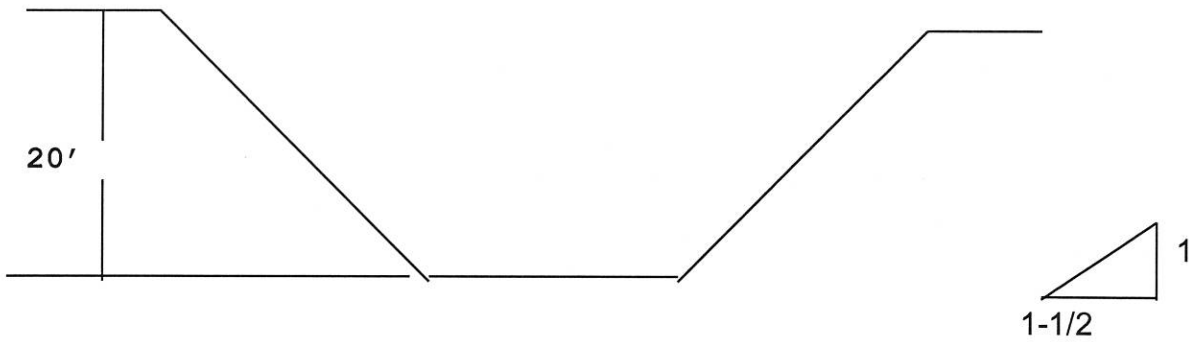


Figure 1. Excavations Made in Type C Soil

All simple slope excavations 20 feet or less in depth shall have a maximum allowable slope of 1 1/2:1.

*See Appendix F to the standard for a complete overview of all options.

A second design method, which can be applied for both sloping and shoring, involves using tabulated data, such as tables and charts, approved by a registered professional engineer. These data must be in writing and must include sufficient explanatory information to enable the user to make a selection, including the criteria for determining the selection and the limits on the use of the data.

At least one copy of the information, including the identity of the registered professional engineer who approved the data, must be kept at the worksite during construction of the protective system. Upon completion of the system, the data must be stored away from the job site, but a copy must be made available, upon request, to the Assistant Secretary of Labor for OSHA.

Contractors also may use a trench box or shield that is either designed or approved by a registered professional engineer or is based on tabulated data prepared or approved by a registered professional engineer. Timber, aluminum, or other suitable materials may also be used. OSHA standards permit the use of a trench shield (also known as a welder's hut) as long as the protection it provides is equal to or greater than the protection that would be provided by the appropriate shoring system (see Figure 2).

The employer is free to choose the most practical design approach for any particular circumstance. Once an approach has been selected, however, the required performance criteria must be met by that system.

The standard does not require the installation and use of a protective system when an excavation (1) is made entirely in stable rock, or (2) is less than 5 feet deep and a competent person has examined the ground and found no indication of a potential cave-in.

Safety Precautions

The standard requires the employer to provide support systems such as shoring, bracing, or

underpinning to ensure the stability of adjacent structures such as buildings, walls, sidewalks or pavements.

Figure 2. Trench Shields

The standard prohibits excavation below the level of the base or footing of any foundation or retaining wall unless (1) a support system such as underpinning is provided, (2) the excavation is in stable rock, or (3) a registered professional engineer determines that the structure is sufficiently removed from the excavation and that excavation will not pose a hazard to employees.

Excavations under sidewalks and pavements are also prohibited unless an appropriately designed support system is provided or another effective method is used.

Installation and Removal of Protective Systems

The standard requires the following procedures for the protection of employees when installing support systems:

- Securely connect members of support system,
- Safely install support systems,
- Never overload members of support systems, and
- Install other structural members to carry loads imposed on the support system when temporary removal of a individual members is necessary.

In addition, the standard permits excavation of 2 feet or less below the bottom of the members of a support or shield system of a trench if (1) the system is designed to resist the loads calculated for the full depth of the trench, and (2) there are no indications, while the trench is open, of a possible cave-in below the bottom of the support system. Also, the installation of support systems must be closely coordinated with the excavation of trenches.

As soon as work is completed, the excavation should be back-filled as the protective system is designated. After the excavation has been cleared, workers should slowly remove the protective system from the bottom up, taking care to release members slowly.

Materials and Equipment

The employer is responsible for the safe condition of materials and equipment used for protective systems. Defective and damaged materials and equipment can result in the failure of a protective system and cause excavation hazards.

To avoid possible failure of a protective system, the employer must ensure that (1) materials and equipment are free from damage or defects, (2) manufactured materials and equipment are used and maintained in a manner consistent with the recommendations of the manufacture and in a way that will prevent employee exposure to hazards, and (3) while in operation, damaged materials and equipment are examined by a competent person to determine if they are suitable

for continued use. If the materials and equipment are not safe for use, they must be removed from service. These materials cannot be returned to service without the evaluation and approval of a registered professional engineer.

Other Hazards

Falls and Equipment

In addition to cave-in hazards and secondary hazards related to cave-ins, there are other hazards from which workers must be protected during excavation-related work. These hazards include exposure to falls, falling loads, and mobile equipment. To protect employees from these hazards, OSHA requires the employer to take the following precautions:

- Keep materials or equipment that might fall or roll into an excavation at least 2 feet from the edge of excavations, or have retaining devices, or both.
- Provide warning systems such as mobile equipment, barricades, hand or mechanical signals, or stop logs, to alter operations of the edge of an excavation. If possible, keep the grade away from the excavation.
- Provide scaling to remove loose rock or soil or install protective barricades and other equivalent protection to protect employees from the hazard of falling, rolling, or sliding material or equipment.
- Prohibit employees from working on faces of sloped or benched excavations at levels above other employees unless employees at lower levels are adequately protected from the hazard of falling, rolling, or sliding material or equipment.
- Prohibit employees under loads that are handled by lifting or digging equipment. To avoid being struck by any spillage or falling materials, require employees to stand away from vehicles being loaded or unloaded. If cabs of vehicles provide adequate protection from falling loads during loading and unloading operations, the operators may remain in them.

Water Accumulation

The standard prohibits employees from working in excavations where water has accumulated or is accumulating unless adequate protection has been taken. If water removal equipment is used to control or prevent water from accumulating, the equipment and operations of the equipment must be monitored by a competent person to ensure proper use.

OSHA standards also require that diversion ditches, dikes, or other suitable means be used to prevent surface water from entering an excavation and to provide adequate drainage of the area adjacent to the excavation. Also, a competent person must inspect excavations subject to runoffs from heavy rains.

Hazardous Atmospheres

Under this provision, a competent person must test excavations greater than 4 feet in depth as well as ones where oxygen deficiency or a hazardous atmosphere exists or could reasonably be expected to exist, before an employee enters the excavation. If hazardous conditions exist, controls such as proper respiratory protection or ventilation must be provided. Also, controls

used to reduce atmospheric contaminants to acceptable levels must be tested regularly.

Where adverse atmospheric conditions may exist or develop in an excavation, the employer also must provide and ensure that emergency rescue equipment, (e.g., breathing apparatus, a safety harness and line, basket stretcher, etc.) is readily available. This equipment must be attended when used.

When an employee enters bell-bottom pier holes and similar deep and confined footing excavations, the employee must wear a harness with a lifeline. The lifeline must be securely attached to the harness and must be separate from any line used to handle materials. Also, while the employee wearing a lifeline is in the excavation, an observer must be present to ensure that the lifeline is working properly and to maintain communication with the employee.

Access and Egress

Under the standard, the employer must provide safe access and egress to all excavations. According to OSHA regulations, when employees are required to be in trench excavations 4-feet deep or more, adequate means of exit, such as ladders, steps, ramps or other safe means of egress, must be provided and be within 25 feet of lateral travel. If structure ramps are used as a means of access or egress, they must be designed by a competent person if used for employee access or egress, or a competent person qualified in structural design if used by vehicles. Also, structural members used for ramps or runways must be uniform in thickness and joined in a manner to prevent tripping or displacement.

Related Issues

Hazard Communication

The Hazard Communication Standard (29 CFR 1910.1200) requires employers to inform employees of the identities, properties, characteristics, and hazards of chemicals they use and the protective measures they can take to prevent adverse effects. The standard covers both physical hazards (e.g., flammability) and health hazards (e.g., lung damage, cancer). Knowledge acquired under the Hazard Communication Standard will help employers provide safer workplaces for their employees, establish proper work practices, and help prevent chemical-related illnesses and injuries.

Access to Medical and Exposure Records

Under the provision of the Access to Medical and Exposure Records standard (29 CFR 1910.20), employees, their designated representatives, and OSHA are permitted direct access to employer-maintained exposure and medical records. This access is designed to yield both direct and indirect improvements in the detention, treatment, and prevention of occupational disease. Also, access to these records will assist employees in the management of their own safety and health.

Recordkeeping

Each employer must preserve and maintain accurate medical and exposure records for each employee. The standard requires that exposure records be kept for 30 years and medical records be kept for at least the duration of employment plus 30 years. Background data for exposure records such as laboratory reports and work sheets need to be kept only for 1 year. Records of employees who have worked for less than 1 year need not be retained after employment, but the employer must provide these records to the employee upon termination of employment. First-aid records of one-time treatment need not be retained for any specified period.

The employer must inform each employee of the existence, location, and availability of these records. When an employer plans to stop doing business and there is no successor employer to receive and maintain these records, the employer must notify employees of the right to access of the records at least 3 months before the employer ceases to do business. At the same time, the employer also must inform the National Institute for Occupational Safety and Health.

State Plan States

States administering their own occupational safety and health program (see listing on page), through plans approved under section 18(b) of the Occupational Safety and Health Act of 1970, must adopt standards and enforce requirements at least as effective as Federal requirements. There are currently 25 State plan States; 23 covering private and public (State and local government) sectors and two covering public sector only.

Summary

Trenching and excavation work presents serious risks to all workers involved. The greatest risk, and one of primary concern, is that of cave-ins. Furthermore, when cave-in accidents occur, they are much more likely to result in worker fatalities than other excavation-related accidents. Strict compliance, however, with all sections of the standard will prevent or greatly reduce the risk of cave-ins as well as other excavation-related accidents.

STATES WITH APPROVED PLANS

COMMISSIONER
Alaska Department of Labor
P.O. Box 21149
Juneau, ALASKA 99801
(907) 465-2700

DIRECTOR
Industrial Commission of Arizona
800 W. Washington
Phoenix, ARIZONA 85007
(602) 542-5795

DIRECTOR
California Department of Industrial Relations
395 Oyster Point Boulevard
3rd Floor, Wing C
San Francisco, CALIFORNIA 94080
(415) 737-2960

COMMISSIONER
Connecticut Department of Labor
200 Folly Brook Boulevard
Wethersfield, CONNECTICUT 06109
(203) 566-5123

DIRECTOR
Hawaii Department of Labor and Industrial Relations
830 Punchbowl Street
Honolulu, HAWAII 96813
(808) 548-2150

COMMISSIONER
Indiana Department of Labor
1013 State Office Building
100 North Senate Avenue
Indianapolis, INDIANA 46204-2287
(317) 232-2665

COMMISSIONER
Iowa Division of Labor Services
1000 E. Grand Avenue
Des Moines, IOWA 50319
(515) 281-3447

ACTING COMMISSIONER FOR WORKPLACE STANDARDS
DIRECTOR
Nevada Department of Industrial Relations
Division of Occupational Safety and Health
Capitol Complex
1370 S. Curry Street
Carson City, NEVADA 89710
(720) 885-5240

Kentucky Labor Cabinet
1049 U.S. Highway 127 South
Frankfort, KENTUCKY 40601
(502) 564-3070

COMMISSIONER
Maryland Division of Labor and Industry
Department of Licensing and Regulations
501 St. Paul Place, 2nd Floor
Baltimore, MARYLAND 21202-2272
(301) 333-4179

DIRECTOR
Michigan Department of Labor
201 N. Washington Square
P.O. Box 30015
Lansing, MICHIGAN 48933
(517) 373-9600

DIRECTOR
Michigan Department of Public Health
3423 North Logan Street
Box 30195
Lansing, MICHIGAN 48909
(517) 335-8022

COMMISSIONER
Minnesota Department of Labor and Industry
443 Lafayette Road
St. Paul, MINNESOTA 55155
(612) 296-2342

SECRETARY
New Mexico Environmental Dept.
Occupational Health and Safety Bureau
1190 - St. Francis Drive
Santa Fe, NEW MEXICO 87502
(505) 827-2850

COMMISSIONER
New York Department of Labor
State Office Bldg., Campus 12
Room 457
Albany, NEW YORK 12240

(518) 457-2741
COMMISSIONER
North Carolina Department of Labor
4 West Edenton Street
Raleigh, NORTH CAROLINA 27601
(919) 733-7166

ADMINISTRATOR
Oregon Occupational Safety and Health Division
Oregon Department of Insurance and Finance-Room 160
Labor and Industries Building
Salem, OREGON 97310
(503) 378-3272

SECRETARY
Puerto Rico Department of Labor and Human Resources
Prudencio Rivera Martinez Building
505 Munoz Rivera Avenue
Hato Rey, PUERTO RICO 00918
(809)754-2119-22

COMMISSIONER
South Carolina Department of Labor
3600 Forest Drive
P.O. Box 11329
Columbia, SOUTH CAROLINA
29211-1329
(803)734-9594

COMMISSIONER
Tennessee Department of Labor
Attention: Robert Taylor
501 Union Building
Suite "A"-2nd Floor
Nashville, TENNESSEE 37254-0655
(615)741-2582

ADMINISTRATOR
Utah Occupational Safety and Health
160 East 300 South
P.O. Box 5800
Salt Lake City, UT 84110-5800
(801)530-6900

COMMISSIONER
Vermont Department of Labor and Industry
120 State Street
Montpelier, VERMONT 05620
(802)828-2765

COMMISSIONER
Virgin Islands Department of Labor
22 Hospital Street
Box 890
Christiansted
St. Croix, VIRGIN ISLANDS 00840
(809)773-1994

COMMISSIONER
Virginia Department of Labor and Industry
205 N. 4th Street
Richmond, VIRGINIA 23241-0064
(804)786-2376

DIRECTOR
Department of Employment Division of Employment Affairs
Occupational Safety and Health Administration
Herchfer Building, 2nd Floor East
122 West 25th Street
(307)777-7786 or 777-7787

DIRECTOR
Washington Department of Labor and Industries
General Administration Building
Room 334 - AX-31
Olympia, WASHINGTON 98504-0631

(206)753-6307

Related Publications

A single free copy of the following publications can be obtained from the OSHA Publications Office, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room N-301, Washington, D.C., 20210.

Please send a self-addressed label with your request.

All about OSHA - OSHA 2056

Chemical Hazard Communication - OSHA 3084

Construction Industry Digest - OSHA 2207

Consultation Services for the Employer - OSHA 3047

Ground-Fault Protection on Construction Sites - OSHA 3007

OSHA Inspections - OSHA 2098

OSHA: Safety and Health is our Middle Name - OSHA 3076

Personal Protective Equipment - OSHA 3077

Respiratory Protection - OSHA 3079

Safety and Health Program Management Guidelines
(Federal Register (54 FR (18):3904-3916, January 1989))

A Hazard Communication Compliance Kit may be ordered from the Superintendent of Documents, Government Printing Office, Washington, D.C., 20402 for $18.00 ($22.00 for foreign addresses). OSHA Publication 3104, GPO order No. 929-022-00000-9. The kit can be ordered from GPO by phone using Visa or Mastercard; call (202)783-3238.

* U.S. Government Printing Office: 1991 282-150/45367

U.S. Department of Labor
Occupational Safety and Health Administration
Regional Offices

Region I
(CT,*MA,ME,NH,RI,VT*)
133 Portland Street
1st Floor
Boston, MA 02114
Telephone: (617)565-7164

Region II
(NJ,NY,*PR,*VI*)
201 Varick Street
Room 670
New York, NY 10014
Telephone: (212)337-2378

Region III
(DC,DE,MD,*PA,VA,*WV)
Gateway Building, Suite 2100
3535 Market Street
Philadelphia, PA 19104
Telephone: (215)596-1201

Region IV
(AL,FL,GA,KY,*MS,NC,*SC,*TN*)
1375 Peachtree Street, N.E.
Suite 587
Atlanta, GA 30367
Telephone: (404)347-3573

Region V
(IL,IN,*MI,*OH,WI)
230 South Dearborn Street
Room 3244
Chicago, IL 60604
Telephone: (312)353-2220

Region VI
(AR,LA,NM,*OK,TX)
525 Griffin Street
Room 602
Dallas, TX 75202
Telephone: (214)767-4731

Region VII
(IA,*KS,MO,NE)
911 Walnut Street
Kansas City, MO 64106
Telephone: (816)426-5861

Region VIII
(CO,MT,ND,SD,UT,*WY*)
Federal Building, Room 1576
1961 Stout Street
Denver, CO 80294
Telephone: (303)844-3061

Region IX
(American Samoa,AZ,*CA,*Guam,HI,
*NV,*Trust Territories of the Pacific)
71 Stevenson Street
Room 415
San Francisco, CA 94105
Telephone: (415)744-6670

Region X
(AK,*ID,OR,*WA*)
1111 Third Avenue
Suite 715
Seattle, WA 98174
Telephone: (206)4423-5930

- These states and territories operate their own OSHA-approved job safety and health programs (Connecticut and New York plans cover public employees only). States with

approved programs must have a standard that is identical to or at least as effective as, the federal standard.

PART 2 - PRODUCTS

2.01 CLASSIFICATION

A. All excavations shall be unclassified as shall include all materials encountered regardless of their nature or the manner in which they are removed.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

A. Prior to commencing this work, all erosion control and tree protection measures required shall be in place and all utilities located and protected.

B. Construction equipment shall not be operated within the drip line of trees, unless otherwise indicated.

C. Construction materials shall not be stockpiles under the canopies of trees. No excavation or embankment shall be placed within the drip line of trees until tree wells are constructed.

D. All excavation shall be performed as specified herein and shall conform to the established alignment, grades and cross sections.

E. Suitable excavated materials shall be utilized, in so far as practical, in constructing required embankments.

F. The construction of all embankments shall conform to Section 02236 - Embankment. No material shall be stockpiled within the banks of a waterway.

G. Unsuitable excavated materials or excavation in excess of that needed for construction shall be known as "Waste" and shall become the property of the CONTRACTOR and it shall become his sole responsibility to dispose of this material off the limits of the right-of-way in an environmentally sound manner at a permitted disposal site.

H. Adequate dewatering and drainage of excavation shall be maintained throughout the time required to complete the work.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. Measurement of the volume of excavation in cubic yards by the average end areas. Cross sectional areas shall be computed from the existing ground section to the established line of the sub-grade, as shown on typical sections for the limits

of the right-of-way or other work limits, including parkway slopes and sidewalk areas.

B. Measurement of the area in square yards of surface area excavated as shown on the typical sections included in the plans.

C. Measurement of the volume of excavation is in cubic yards, based upon the average end areas taken from pre-construction cross sections and planned grades. The planned quantities for excavation will be used as the measurement for payment for this item.

4.02 PAYMENT

A. This item will be paid for at the contract unit price bid for "Excavation", as provided under the measurement method as included in the bid, which price shall be full compensation for all work herein specified including: dewatering, drainage, sub-grade preparation, unless otherwise indicated and the furnishing of all materials, equipment, tools, labor and incidentals
necessary to complete the work.

B. When not listed as a separate contract pay item, excavation shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02238

REMOVAL OF CONCRETE

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of breaking up, removing and satisfactorily disposing of existing concrete, as classified, at locations indicated or as directed by the Engineer.

B. Existing concrete, when under this section, will be classified as follows:

1. Concrete Curb will include curb, curb and gutter combinations thereof.
2. Concrete Slabs will include, but not be limited to, patio slabs, porch slabs, concrete riprap and concrete pavement.
3. Sidewalks and Driveways will include concrete sidewalks and driveways.
4. Concrete Walls will include all walls regardless of height and wall footings.
5. Concrete Steps will include all steps and combinations of walls and steps.
6. Abandoned Foundations will include abandoned Electric Department foundations.
7. Miscellaneous Concrete shall include but not be limited to manholes, inlets, junction boxes and headwalls.

PART 2 PRODUCTS

2.01 MORTAR:

A. Mortar, for repair of existing concrete structures, shall conform to the requirements thereof in Section 03300 - Cast-In-Place Concrete.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. Prior to commencing this work, all erosion control and tree protection measures required shall be in place and all utilities located and protected. The existing concrete shall be broken up, removed to conform to Section 02101 - "Preparing Right-of-Way" and disposed of by the Contractor and deposited at a permitted at a permitted disposal site.

B. Where only a portion of the existing concrete is to be removed and that remaining will continue to serve in its purpose, care shall be exercised to avoid damage to that portion to remain in place.

C. The existing concrete shall be cut to the neat lines when indicated or as established by the Engineer, by sawing with an appropriate type circular concrete

saw to a minimum depth of 1/2 inch.

D. Any reinforcing steel encountered shall be cut off 1 inch inside of concrete sawed line. Any existing concrete which is damaged or destroyed beyond the neat lines so established shall be replaced at the Contractor's expense.

E. Remaining concrete shall be mortared to protect the reinforcing steel and provide a neat clean appearance.

F. Where reinforcement is encountered in the removed portions of structures to be modified, a minimum of 1 foot of steel length shall be cleaned of all old concrete and left in place to tie into the new construction where applicable.

G. All unsuitable material shall be removed and replaced with approved material.

H. All foundation, walls or other objectionable material shall be removed to a minimum depth of 18 inches below all structures and 12 inches below areas to be vegetated.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Concrete curb and concrete wall removed as prescribed above will be measured by the linear foot in its original position regardless of the dimensions or size.

B. Concrete slabs and concrete sidewalks and driveways removed as prescribed above will be measured by the square foot in original position, regardless of the thickness and reinforcing.

C. Concrete steps removed will be measured per linear foot of each individual step tread including the bottom step.

D. Concrete foundation removed will be measured per each.

E. Miscellaneous concrete removed will be measured per each.

4.02 PAYMENT:

A. This item will be paid for at the contract unit price bid for "Removed Concrete Curb", "Removed Concrete Slab", "Remove Concrete Sidewalks and Driveways", "Removed Concrete Foundations" and "Remove Miscellaneous Concrete" which price shall be full compensation for all work herein specified, including the disposal of all material not required in the work, the furnishing of all materials, equipment, tools, labor and incidentals necessary to complete the work.

B. When not listed as a separate contract pay item, removal of concrete shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02240

LIME STABILIZATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. Treating of subgrade, sub-base, and base courses by the pulverization, addition of lime, mixing and compacting the mixed material to the required density.

B. Application to natural ground, embankment, existing pavement, base or sub-bases under this contract, or as directed by the ENGINEER, which shall be constructed as specified herein and in conformity with the typical section, lines, grades as shown on the plans.

1.02 QUALITY ASSURANCE:

A. Comply with the latest published edition (or addended portions thereof) of the following standards and codes:

1. ASTM c-207 or Type N - Requirements for Hydrated Lime
2. ASTM Designation C5 - Quick Lime for Structural Purposes
3. Texas SDHPT Test Method Tex-600-J - Hydrated Lime
4. ASTM D-1557 - Density of Compacted Materials
5. ASTM D-2049 - Density of Compacted Materials
6. Texas SDHPT Test Method Tex 113-E - Density of Compacted Materials
7. AASHTO T-99, Method C - Density of Compacted Materials
8. AASHTO M-216 - Hydrated Lime

PART 2 - PRODUCTS

2.01 HYDRATED (DRY) LIME:

A. Use, for stabilization of soils, a dry powder consisting primarily of calcium hydroxide (Ca(OH)2).

B. Provide Material in accordance with Texas SDHPT Test Method TEX-600-J and conforming to the following chemical composition:

Hydrate Alkalinity, Percent by Weight Ca(OH)2	90% Min.
Un-hydrate Lime Content, Percent by Weight CaO	5% Max.
"Free Water" Content, Percent by Weight H2O	4% Max.

And with the following residue retainage:

Residue Retained on No 6 Sieve	None
Residue Retained on No. 10 Sieve	1% Max.
Residue Retained on No. 30 Sieve	2.5% Max.

C. Store and handle hydrated lime in closed, weather proof containers, storage bins, or bags until immediately before application to the road.

D. Furnish hydrated lime in trucks, as applicable, with weight of lime measured on certified scales and clearly marked on the truck or stamped on a haul ticket.

E. Furnish hydrated lime in bags, as applicable, bearing the manufacturer's certified weight. Bags varying more than five percent may be rejected.

2.02 HYDRATED LIME SLURRY:

A. Provide a pumpable suspension of solids, principally composed of hydrated lime, in water.

B. Provide material with a "Solids Content" having a hydrated alkalinity Ca (OH) 2 of not less than 90 percent by weight and a residue retainage equal to the retainage specified in Part 2.01 above.

C. Supply Type B, commercial lime slurry, with a "dry solids content" of at least 31% by weight of the slurry (Grade 1).

D. Procure mixing water only from County of Hidalgo water mains. The Contractor shall make arrangements with the Water Department to obtain a meter and subsequent payment for water used.

2.03 QUICKLIME (MASON'S LIME):

A. Provide quicklime, as a dry powder in a tank, to form a lime slurry.

PART 3 - EXECUTION

3.01 GENERAL:

A. Provide a completed course of treated materials containing a uniform lime mixture, free from loose or segregated areas, of uniform density and moisture content, well bound for its full depth, and with a smooth surface and suitable for placement of subsequent courses.

B. Regulate sequence work, use proper amounts of lime, maintain the work and rework the courses as necessary to meet the requirements of this specification.

C. Construct and shape roadbed to conform with typical sections, lines and grades as shown on the plans, or as directed by the ENGINEER.

D. Excavate materials to be treated to the proposed bottom of lime treatment grade, or secondary grade and remove or window to expose.

E. Correct any wet or unstable material below the secondary grade by scarifying, adding lime and compacting until uniform stability is achieved.

F. Use a cutting or pulverizing machine, as applicable, to remove subgrade material accurately to secondary grade and to pulverize the material at the same time. When cutting or pulverizing machine is used, the requirement for exposing and windowing the material is waived.

G. Roll subgrade before use of pulverizing machinery and correct any soft areas that rolling operations shall reveal.

H. Materials for new bases and sub-bases shall be delivered, placed and spread in the required amount per station. The material shall be thoroughly mixed prior in the same working day.

I. Lime shall be spread only on that area where first mixing operation can be completed in the same working day.

3.02 SLURRY PLACING:

A. Mix lime, in amounts as shown on plans or as specified by the Materials Engineering Laboratory, with water in trucks or approved distributors and apply as a thin water suspension or slurry.

B. The distribution of lime at the rates shown on the plans, as directed herein, and/or as directed by the ENGINEER. Shall be attained by successive passes over a measured surface of roadway until the proper moisture and lime content is achieved.

C. Lime slurry distributors shall be equipped with an agitator for maintaining lime and water in a uniform mixture.

3.03 DRY PLACING:

A. Spread lime by an approved screw type spreader box or by bag distribution at the rate shown in the plans.

B. Distribute lime at a uniform rate and in such a manner as to reduce scattering of lime to a minimum. Lime shall not be applied when wind conditions, in the opinion of the ENGINEER, will cause objectionable blowing of lime to traffic or adjacent properties.

C. Motor graders shall not be used to spread lime.

D. Sprinkle material until proper moisture and lime content has been secured.

3.04 MIXING

A. Mixing procedures shall be the same for "Dry Placing" or "Slurry Placing" or lime.

B. Treatment for Materials in Place:

1. Thoroughly mix material and lime using approved road mixers or other approved equipment, until a homogeneous, friable mixture of material is obtained, free from all clods and lumps.
2. Mix as thoroughly as possible at the time of lime application of materials containing plastic clay or other materials not readily mixed with lime, bring to proper moisture content, seal with a pneumatic roller, and leave to cure one to four days, as directed by the ENGINEER.
3. During curing period, material shall be kept moist by method(s) approved by the ENGINEER.
4. Uniformly mix, after required curing time, using approved methods.
5. Clods in soil binder - Lime mixture shall be reduced in size by raking, blading, dicing, harrowing, scarifying or by other approved pulverization methods such that non-slaking aggregates obtained on the No. 4 sieve are removed. The remainder of the material shall meet the following requirements when test dry by laboratory sieves:

Minimum Passing 1 3/4 inch	100%
Minimum Passing No. 4 Sieve	60%

C. Treatment of New Material

1. Thoroughly mix and blend, using approved road mixers or other approved equipment, the base or sub-base material, lime and required water until a homogeneous, friable mixture is obtained.
2. When lime is placed as a slurry and mixed by use of blades, the material shall be bladed as the lime water mixture is applied.

D. During the time between application and mixing, hydrated lime that has been exposed to the open air for a period of six hours or more, or to excessive loss due to washing or blowing, shall not be accepted for payment.

3.05 COMPACTION:

A. Compaction of the mixture shall begin immediately after final mixing and in no case later than three calendar days after final mixing.

B. Aerate or sprinkle material as required to provide optimum moisture.

C. Compaction shall begin at the bottom and shall continue until entire depth of mixture is uniformly compacted to 95% of maximum density as determined by AASHTO T-99, Method C.

D. If any portion fails to meet the density specified, it shall be reworked as required to obtain specified density.

3.06 FINISHING, CURING, AND PREPARATION FOR SURFACING:

A. Shape surface after compaction to the required lines, grades, and cross sections, followed by thorough rolling sufficiently light to prevent hair-line cracking.

B. Complete section shall be moist cured for a minimum of seven days before further coursed are added or any traffic permitted, other than sprinkling equipment.

C. The surface or compacted layer shall be kept moist until covered by other base or paving material, or until an application of CSS-1 or SS-1 emulsified asphalt as a curing seal. Curing seal shall be applied as soon as possible after final rolling at a rate of 0.10 to 0.20 gallons per square yard. The exact rate will be as directed by the ENGINEER.

No equipment or traffic will be permitted on lime treated materials for 72 hours after application of curing seal.

3.07 MAINTENANCE:

A. Maintain the completed lime treated material within the limits of contract, in condition satisfactory to the ENGINEER as to grade, crown and cross section until surface course is constructed.

B. Immediately repair all irregularities and defects that may occur at no cost to the County and as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. Lime treatment shall be measured for payment in square yards for the thickness of material shown on the plans for the surface area of completed and accepted work. Lime treatment shall be paid for at the contract unit price per square yard.

B. Lime will be measured by the ton 2000 pounds dry weight. Lime will be paid for at the contract unit cost per ton of 2000 pounds dry weight.

C. The contract unit price for lime treatment shall be the total compensation for preparing roadbed; for loosening, pulverizing, application of lime, water content of slurry mixture and the mixing water; mixing, shaping, sprinkling, compacting, finishing, curing and maintaining; for manipulations required, for all labor, equipment, fuels, tools and incidentals necessary to complete the work.

D. The contract unit price for lime shall be full compensation for furnishing the material; for all freight involved; for all unloading, storing and hauling; and for all labor, equipment, fuels, tools, and incidentals necessary to complete the work.

*** * * END OF SECTION * * ***

SECTION 02571

STORM SEWER

CONCRETE PIPE

The various sizes of concrete pipe used for construction of this project shall be manufactured under ASTM Specification C76-66T for Reinforced Concrete Pipe. All reinforced concrete pipe shall be Class III unless otherwise noted. Pipe shown as "Heavy Wall" pipe shall be to specification above without reinforcing. Pipe for storm sewers shall be mortar joint unless otherwise noted.

Pipe shall be plainly marked on each section or joint of pipe with the following: pipe class, date of manufacture, trade mark or manufacturer's name and top marked for reinforced pipe with waterproof pain. Pipe shall not be delivered sooner than 72 hours after manufacturing.

The manufacturer shall perform, or have performed at his own expense, pipe tests and furnish copies of such tests to the owner's Engineer upon his request. Acceptance shall be base on ASTM Specifications C76-68, Paragraph 3. (a) (1) unless otherwise advised.

HIGH DENSITY POLYETHYLENE (HDPE) CORRUGATED SMOOTH INTERIOR PIPE

Where shown, specified, or called for on the proposal, HDPE Corrugated Smooth Interior Pipe shall be used. Pipe and fittings shall be manufactured from high density polyethylene resin which shall meet or exceed the requirements of Type III, Category 4 or 5, Grade P33 or P34, Class C per ASTM D1248. The pipe & fittings shall be manufactured in accordance with AASHTO M-294-87 or latest revisions. All pipe shall be plainly marked with manufacturer pipe, class, and trade name. Pipe and fittings shall also meet the following applicable standards: ASTM F405, ASTM F667, AASHTO M252, and shall be suitable for use under H20 and E80 liveloads.

MANHOLES

Manholes shall be pre-cast concrete manufactured in accordance with ASTM Specification C478-68 or HDPE manholes as manufactured by ADS (or equal). No steps or ladders shall be furnished unless specified on plans.

Each section of manhole shall be marked with the following: M.H., date of manufacturer, and manufacturer or trade name.

Base for concrete manholes shall be concrete with reinforcing as shown on the detail sheet. Invert channels shall be smooth, accurately shaped, and in accordance with the details. Invert may be formed directly in the base of manholes. HDPE manholes shall have a factory formed base section.

Manholes on straight runs of larger pipe (where no branching or turns occur) may be constructed on top of pipe by beveling 48" manhole section to fit curvature of pipe and providing a 36" hole in top of pipe 60" or larger in diameter.

INLETS

Inlets shall be concrete Type "A" slotted type or Type "C" (modified) grate inlet type as shown on plans. Inlets may be pre-cast with permission of the Engineer. Flow line of all pipe entering or leaving inlets shall be at bottom of inlet. Manhole ring and cover in top of Type "A" inlets may be lightweight sidewalk type unless otherwise noted.

Inlet pipe shall be trimmed flush with inside of inlets, manholes or pipe. On pipe 54" or larger, inlet pipe shall be tied directly into side of pipe instead of into manhole.

TRENCH EXCAVATION

Unless otherwise ordered by Engineer, all trenches shall be excavated to a width not less than the external diameter of the pipe plus 18 inches.

Excavation shall not be carried below the required elevation. Excess excavation below the required elevation shall be backfilled at the Contractor's expense with earth, sand or gravel, as directed by the Engineer, and thoroughly tamped.

Unstable soil shall be removed and replaced with gravel which shall be thoroughly tamped. The Engineer will determine the depth of removal, and the replacement of unstable soil shall be at the Contractor's Expense.

Banks of trenches shall be vertical and in the event that bell and spigot type of pipe are used, bell holes are to be accurately located under each pipe joint, and excavated to size by hand.

PIPE LAYING

In general, pipe shall be installed at depths as shown on the plans.

Ditching and pipe laying shall be uniformly in straight line and to uniform elevation unless otherwise specified by the Engineer.

Before laying pipe, all dirt, grease and other foreign matter shall be removed fro the pipe.

Before lowering pipe into the trench, pipe shall be examined fro defects and defective pipe shall be rejected.

Pipe shall be subject to rejection on account of failure to conform to any of the specification requirements, or on account of any of the following:

(a) Fractures or cracks passing through the shell, except that a single end crack that does not exceed the depth of the joint shall not be cause for rejection. If a single end crack that does not exceed the depth of the joint exists in more then 5% of the pipe inspected, however, the defective pipe shall be rejected.

(b) Defects that indicate imperfect mixing or molding.

(c) Surface defects indicating honey combed or open texture.

(d) Spalls deeper than one-half of the depth of joint. If spalls not deeper than one-half the depth of joint exist in more than 10% of the pipe, the defective pipe shall be rejected.

(e) Exposure to the circumferential reinforcement when such exposure would indicate that the reinforcement is misplaced.

(f) The complete absence of distinct web-like markings, which is indicative of a possible deficiency of water in the concrete mix from the external surface of pipe made by the packer-head or machine-tamp process.

After each joint is completed, Contractor may proceed with hand tamping of backfill to a point of 6 inches above pipe or sanding as outlined in section "Backfilling". All joints, however must remain exposed until pipe laying and joints have been inspected by the Engineer.

After the pipe is laid, care should be taken to avoid entrance of dirt, water or small animals by use of tight bulk heads in all openings.

JOINTING

If the bell and spigot type of joint is used, the first pipe (downstream) should be bedded to established line and grade with the bell upstream. Interior surface of the bell is to be thoroughly cleaned with a wet brush and the lower portion filled with a stiff mortar of sufficient thickness to make the inner surface of the abutting sections flush and even when pipes are laid.

The spigot end of the second pie must be thoroughly cleaned with a wet brush and uniformly matched into the bell so that the sections are closely fitted. The annular space in the bell is then filled with mortar and the inner surface of the pipe at the joint brushed smooth.

If the tongue and groove type of joint is used, the first pipe (downstream) should be laid to establish alignment with the groove upstream. A shallow excavation should be made underneath the pipe at the joint and this space should be filled with mortar. The end of the second pipe will be laid into the mortar at the joint.

The groove end of the first pipe must be thoroughly cleaned with a wet brush, and while in a horizontal position, a layer of soft mortar applied to the upper half of the tongue.

The tongue end of the second pipe is then inserted into the groove end of the first pipe until the mortar is squeezed out on the interior and exterior surfaces. The interior surface of the pipe at the joint is then brushed smooth.

External Bands – The outer surface of the pipe at the joints must be thoroughly cleaned with a wet brush to assure proper band of the mortar with the concrete surface. This banding

operation must be carried out four or five pipe lengths behind the laying operation in order to prevent movement of the pipe and consequent loosening of the band. Bands should have a thickness of at least 6 inches.

JOINTING MATERIAL

Portland cement mortar consisting of one part Portland cement to two parts sand should be used.

Completed Joints – Completed joints should be protected immediately from air and sun with an initial covering of moist earth, sand, canvas, burlap or suitable chemical spray. If not backfilled at once, the joint mortar should be cured for 48 hours.

Jointing Mastic such as Tal-Cote or similar products may be used instead of mortar.

BACKFILL

Backfill should be placed evenly around and over pipe in maximum layers of 6-inch thickness. Each layer shall be thoroughly and carefully tamped until six inches of cover exists over pipe. Remainder of backfill material may be handled by machine, care being taken not to drop large quantities of backfill material on the pipeline until initial cover of at least 2 feet or more over the top of the pipe has been made. Ponding may be used as a method of settling backfill where practical. Final mound of backfill earth approximately six inches higher than adjacent ground level, shall be left over the immediate area of trench excavation. Backfill shall be 95% Standard Protector.

PIPE CRADLE

Pipe shall be cradled only upon instructions from the Engineer.

HIGHWAY CROSSINGS

Storm sewer lines crossing state or federal highways, shall meet the requirements of the Texas Highway Department as regards to pavement cutting, replacing, backfill, and the provision for suitable barricades, detours, flares, etc. The Highway Department shall be notified of the intended dated of cutting or crossing the Highway, after permission to cross has been obtained.

RAILROAD CROSSING

Either Class IV reinforced concrete pipe or corrugated metal pipe may be used, as shown on the plans. These crossings are to be made in accordance with the requirements of the railroad company.

CITY STREET CROSSINGS

Storm sewer lines located on or crossing city streets shall be provided with adequate barricades, detours, flares, during construction.

Pavement replaced should be equal in quality, quantity, type and thickness to that which was removed.

GRADE CONFLICTS

Where grade conflicts occur with sanitary sewer lines, the sanitary sewer shall have precedence. The existing V.C. sewer pipe shall be replaced with equal size of cast iron pipe and a manhole constructed around the sanitary sewer line, cast iron pipe replacement shall be set of grade and supported to natural ground or the walls of the manhole. Conflicts with water lines that cannot be rerouted will be crossed in a similar manner. Backfilling outside manhole shall be done in such manner that no settlement of sewer or water line will occur at a later date.

***** END OF SECTION *****

SECTION 02580

STORM SEWER APPURTENANCES

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of furnishing and installing appurtenances except manholes, for storm sewers in accordance with details on the plans and as specified herein as directed by the ENGINEER.

B. The various types of structures and appurtenances such as inlets, headwalls, energy dissipators, etc. are designated on the plans by letters or by numbers indicating the particular design of each. Each type shall be constructed in accordance with the details indicated and to the depth required by the profiles and schedules given.

PART 2 - PRODUCTS

2.01 GENERAL:

A. The construction plans will specify the size and material for the pipe between the storm sewer main and the storm water collection structure.

B. The various types of storm inlets and their relation to curb and gutter, or valley gutter are shown on the Standard Detail Drawings. Construction plans will identify the type to be constructed.

C. Grating size, material, and configuration shall conform to the Standard Detail Drawings.

2.02 MATERIALS:

A. Concrete

1. Concrete for cast in place miscellaneous structures shall be Class A concrete when used with precast pipe sewer construction and Class C concrete when used with monolithic pipe sewer construction.
2. Concrete for precast structures shall be 4000 psi and comply with the applicable requirements of ASTM C 478.

B. Mortar:

1. Mortar shall be composed of 1 part Portland Cement and 2 parts clean, sharp mortar sand suitably graded for the purpose by conforming in other respects to the provisions of Section 03300 for fine aggregate.

2. Hydrated lime or lime putty may be added to the mix, but in no case shall it exceed 10 percent by weight of the total dry mix.

C. Reinforcement:

Reinforcing Steel shall conform to Item 440.

D. Brick:

1. Bricks shall be of first quality, sound, hard-burned brick. Shale bricks, if used, shall be homogeneous, thoroughly and uniformly burned.
2. Bricks shall not absorb more than 17 percent of water by weight submerged in water for 24 hours, having been in a completely dry state prior to placing in water.
3. Clay brick shall conform to the requirements of ASTM C 62, Grade SW. concrete brick meeting the requirements of ASTM C 55, Grade A, shall be acceptable.

E. Concrete Block:

Concrete blocks when indicated shall conform to ASTM C 139.

F. Frames, Grates, Rings and Covers:

Frames, grates, rings and covers shall conform to Section 02575 and 02577.

G. Miscellaneous Items:

Cast iron for supports, steps and inlet units shall conform to the shape and dimensions indicated. The casting shall be clean and perfect, free from sand or blow holes or other defects. Cast iron casting shall meet the requirements of ASTM A 48, Class 30. Steel for temporary covers when used with Stage Construction shall be adequate for the loads imposed.

PART 3 - EXECUTION

3.01 INSTALLATION OF DRAINAGE FACILITIES:

A. Excavation and backfilling for the storm inlet shall be accomplished in accordance with Section 02221.

B. Trenching, backfilling, and compaction for the connecting pipe between the storm sewer main and the storm inlet shall conform to the specifications contained in Section 02221. Pipe shall be installed in accordance with Section 02572.

C. All pipe and structures shall be installed per location and elevations, as shown on the construction plans. If during the course of installation, an underground obstruction (i.e., existing utility line) the work shall stop and the ENGINEER shall be immediately notified so that the problem can be resolved.

D. Direct connection to storm sewer main will be permitted if the main is a minimum of 36 inches in diameter (I.D.) and the connecting line is not greater than 12-inches (I.D.). If storm sewer mains are 48 inches (I.D.) or larger, the connecting line diameter may be increased to 18 inches (I.D.). For connecting line sized greater than those specified above, the connecting to the main will be made into a manhole or by inserting into the main a factory constructed way. Connection to the main will comply with the Standard Detail Drawings.

E. Removal of curb and gutter and sidewalk for installation of a storm inlet shall be made at a scored or full depth joint.

F. Existing pavement removal and replacement shall conform to Section 02572, 02575, 02601 and 02612 and shall conform to residential or arterial pavement sections of the same material (asphalt or Portland Cement concrete) as the existing pavement.

G. No width greater than 1/2 inch will be permitted between the inlet grate and the roadside portion of the inlet frame.

H. Private drainage facility installations, which are to be constructed under the authorization of "Drainage Facilities within Public Right-of-Way," shall comply with the Standard Detail Drawings and appropriate sections of this publication.

I. The construction inlets shall be done as soon as is practicable after sewer lines into the inlet are complete. All sewers shall be cut neatly at the inside face of the walls of the inlet and pointed up with mortar.

J. Bases for cast in place inlets may be placed prior to or at the CONTRACTOR'S option after the sewer is constructed.

K. The inverts passing out or through an inlet shall be shaped and grout across the floor of the inlet as indicated. This shaping may be accomplished by adding shaping mortar or concrete after the base is cast or by placing the required additional material with the base.

L. All miscellaneous structures shall be completed in accordance with the details indicated. Backfilling to original ground elevation shall be in accordance with the provisions of the appropriate items and as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Pavement removal and replacement will be measured by the square yard.

B. Trenching, backfilling and compaction will not be measured or paid, but will be considered incidental to other items.

C. Frame, grates, rings and covers will not measured or paid, but will be considered

incidental to other items.

D. Connecting pipe shall be measured by the linear foot along centerline of pipe from the main side wall of the inlet to the centerline of the main.

E. Storm sewer inlets shall be measured per each for the type and size specified.

F. All miscellaneous structures satisfactorily completed in accordance with the plan and specifications will be measured as complete units per each.

4.02 PAYMENT:

A. The accepted quantities of pavement removal and replacement shall be paid for at the unit bid price per square yard per type of replacement paving material.

B. The accepted quantities of connecting pipe shall be paid at the unit bid price per linear foot per type and size of pipe, and shall include pipe in place and all necessary jointing materials.

C. The accepted quantities of storm inlets will be paid at the unit price per each per type of storm inlet, and shall include: structure, grating, excavation, backfilling and compaction, and curb removal and replacement, as defined in Bid Proposal.

D. The accepted quantities of special complete structures shall be paid at the unit bid price per each.

E. Compensation, whether by contract pay item or incidental work will be for furnishing all material, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * * END OF SECTION * * * ***

SECTION 02601

FLEXIBLE BASE

PART I - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of furnishing and placing a foundation course for surface courses or for other base courses.

B. Flexible base shall be composed of either caliche (argillaceous limestone, calcareous or calcareous clay particles, with or without stone, conglomerate, gravel, sand or other granular materials), crushed stone, gravel, iron ore topsoil, shell, or crushed slag.

C. Flexible base shall be constructed as specified herein in one or more courses in conformance with details, lines and grades shown on the plans, and as established by the ENGINEER.

PART 2 -PRODUCTS

2.01 MATERIALS:

A. Materials for flexible base shall be crushed or un-crushed as necessary to comply with the requirements hereinafter specified.

B. Materials shall consist of durable course aggregate particles mixed with approved binding materials.

2.02 LIME STABILIZATION:

A. Where shown on the plans, or directed by the ENGINEER, material for flexible base shall be lime stabilized in accordance with the provisions of Section 02240.

2.03 TYPES:

A. Type A - Crushed or broken aggregate (excluding gravel aggregate).

B. Type B - Gravel Aggregate

C. Type C - Iron Ore Topsoil

D. Type D - Shell Aggregate with Sand Admixture

E. Type E - Shell Aggregate with Sand and Caliche Admixture

F. Type F - Caliche

G. Type G - Crushed Slag

H. Unless otherwise noted on the plans, the CONTRACTOR may use any one type of these types provided the material used meet the requirements set forth in the specification test limits herein.

2.04 GRADES:

A. Unless otherwise shown on the plans or directed by the ENGINEER, the final course of base material shall consist of Grades 1,2,3, or 4, as specified in Table 02601-1.

B. Base courses or sub-base materials, unless otherwise noted on the plans or directed by the ENGINEER, may consist of Grades 1, 2, 3, or 4, as specified in Table 02601-1.

C. All grades shall, when tested in accordance with standard laboratory test procedures, meet the physical requirements set forth in Table 02601-1.

D. Testing of flexible base materials shall be in accordance with the following test procedures:

TEST	TESTING PROCEDURE
Preparation for soil constants and sieve analysis	TEX-101-E
Liquid Limit	TEX-104-E
Plastic Limit	TEX-105-E
Plasticity Limit	TEX-106-E
Sieve Analysis	TEX-110-E
Wet Ball Mill	TEX-116-E
Triaxial Tests	TEX-117-E (Part I or II)

E. Unless otherwise specified on the plans, samples for testing the material for Soil constants, Gradation and Wet Ball Mill shall be taken prior to the compaction operations.

F. Unless otherwise specified on the plans, samples for triaxial tests shall be taken from the stockpile or from production, as directed by the ENGINEER, where stockpiling is required and from production where stockpiling is not required.

TABLE 02601-1

PHYSICAL REQUIREMENTS FOR FLEXIBLE BASE MATERIALS

	GRADES			
TYPES	**GRADE 1:**	**GRADE 2:**	**GRADE 3:**	**GRADE 4:**
	(Triaxial Class 1 Min compressive strength, psi: 45 at 0 psi lateral pressure and 175 at 15 psi lateral pressure.	(Traxial class 1 to 2.3) Min. compressive strength, psi: 35 at 0 psi lateral pressure and 175 at 15 psi lateral pressure.	(Unspecified Triaxial Class)	
TYPE A	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Crushed or Broken Aggregate (excluding gravel aggregate)	1-3/4.....0 7/8".....10-35 3/8".....30-50 No. 4 .....45-65 No. 40 .....70-85 Max LL .....35 Max PI.....10 **Wet Ball Mill** Max Amt.....40 Max Increase in Passing No. 40 20	!-3/4".....0-10 No. 4 .....45-75 No. 40 .....60-85 Max LL .....40 Max PI .....12 **Wet Ball Mill** Max. Amt.....50 Max Increase in Passing No. 40 20	1-3/4" ..... 0-10 No. 40 ..... 60-85 Max LL .....45 Max PI.....15 **Wet Ball Mill** Max. Amt.....55 Max. Increase in Passing No. 40 20	As Shown On Plans
TYPE B	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Gravel Aggregate		1-3/4".....0-10 No. 4 .....30-75 No. 40 .....70-85 Max LL .....35 Max PI 12	1-3/4" 0-5 No. 4 30-75 No. 40 ..... 65-85 Max. LL .....35 Max. PI.....12	As Shown On Plans
TYPE C	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Iron Ore Topsoil		2-1/2".....0 No. 40 .....50-85 Max. LL .....35 Max. PI 12	2-3/4" .....0 No. 40 ..... 45-85 Max. LL .....35 Max. PI.....12	As Shown On Plans

TABLE 02601-1 CONT'D

TYPE D		**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Sand-Shell		1-3/4".....0-10 No. 4 .....45-65 No. 40 .....50-70 Max. LL .....35 Max. PI.....12	1-3/4" ..... 0-10 No. 40 ..... 45-65 Max. LL .....35 Max PI.....12	As Shown On Plans
TYPE E		**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Shell with Sand and Caliche		1-3/4".....0 No. 40 .....45-65 Max. LL .....35 Max. PI.....10	1-3/4" .....0 No. 40 .. .... 45-65 Max. LL .....35 Max. PI.....12	As Shown On Plans
TYPE F		**Retained on Sq. Sieve %**	**Retained on Sq. Sieve %**	
Caliche		1-3/4".....0 No. 4 .....45-75 No. 40 .....50-85 Max. LL .....40 Max. PI.....12	1-3/4" .....0 No. 40 ..... 50-85 Max. LL .....40 Max. PI.....12	As Shown On Plans
TYPE G				
Crushed Blast Furnace Slag				As Shown On Plans

G. The limits establishing reasonable close conformity with the specified gradation and plasticity index are defined by the following:

1. The ENGINEER may accept the material, providing not more than 2 of 10 consecutive gradation tests performed are outside the specified limits on any individual or combination of sieves by no more than 5% and where no two consecutive tests are outside the specified limits.
2. The ENGINEER may accept the material providing not more than 2 of 10 consecutive plasticity index samples tested are outside the specified limit by no more than two points and where no two consecutive tests are outside the specified limit.

2.05 STOCKPILING:

A. When specified on the plans, the material shall be stockpiled prior to delivery on the road. The stockpile shall be not less than the height indicated and shall be made up of layers of material not to exceed the depth shown on the plans.

B. After a sufficient stockpile has been constructed as specified on the plans, the CONTRACTOR may proceed with loading from the stock- pile for delivery to the road.

C. In loading from the stockpile for delivery to the road, the material shall be loaded by making successive vertical cuts through the entire depth of the stockpile.

D. If the CONTRACTOR elects to produce the Type a material from more than one material or more than one source, each material shall be crushed separately and placed in separate stockpiles so that at least 75 percent of the material in the course aggregate stockpiles will be retained on the No. 4 sieve and at least 70 percent of the material in the fine aggregate stockpile will pass the No. 4 sieve.

E. The materials shall be combined in a central mixing plant in the proportions determined by the ENGINEER to produce a uniform mixture which meets all of the requirements of the specification. In the event that combinations of the materials produced fail to meet all of the specification requirements, the CONTRACTOR will be required to secure other materials which will meet specifications requirements.

F. The central mixing plant shall be either the batch or continuous flow type, and shall be equipped with feeding and metering devices which will add the materials into the mixer in the specified quantities.

G. Mixing shall continue until a uniform mixture is obtained.

PART 3 - EXECUTION

3.01 PREPARATION OF SUBGRADE:

A. Type roadbed shall be excavated and shaped in conformity with the typical sections shown on the plans and to the lines and grades as established by the ENGINEER.

B. All unstable or otherwise objectionable material shall be removed from the sub-grade and replaced with approved material.

C. All holes, ruts and depressions shall be filled with approved material and, if required, the sub-grade shall be thoroughly wetted with water and reshaped and rolled to the extent directed in order to place the sub-grade in an acceptable condition to receive the base material.

D. The surface of the sub-grade shall be finished to line and grade as established and in conformity with the typical section shown on plans, and any deviation in

excess of 1/2 inch in cross section and in a length of 16-feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.

E. Sufficient sub-grade shall be prepared in advance to insure satisfactory prosecution of the work.

F. Material excavated in the preparation of the sub-grade shall be utilized in the construction of adjacent shoulders and slopes or other- wise disposed on as directed, and any additional material required for the completion of the shoulders and slopes shall be secured from sources indicated on plans or as directed by the Engineer.

3.02 PLACEMENT OF FIRST COURSE - TYPE A, TYPE B, TYPE C, TYPE F, AND TYPE G MATERIAL:

A. Immediately before placing the base material, the sub-grade shall be checked as to conformity with grade and section.

B. The material shall be delivered in approved vehicles of a uniform capacity, and it shall be the charge of the CONTRACTOR that the required amount of specified material shall be delivered in each 100- foot station.

C. Material deposited upon the sub-grade shall be spread and shaped the same day.

D. In the event inclement weather or other unforeseen circumstances render impractical the spreading of the material during the first 24-hour period, the materials shall be scarified and spread as directed by the Engineer.

E. The material shall be sprinkled, if directed, and shall then be bladed, dragged and shaped to conform to typical sections as shown on plans.

F. All areas and "nests" of segregated coarse or fine material shall be corrected to removed and replaced with well graded material, as directed by the ENGINEER.

G. If additional binder is considered desirable or necessary after the material is spread and shaped, it shall be furnished and supplies in the amount directed by the ENGINEER. Such binder material shall be carefully and evenly incorporated with the material in place by scarifying, harrowing, brooming or by other approved methods.

H. The course shall be compacted by method of compaction hereinafter specified as the "Ordinary Compaction" method or the "Density Control" method of compaction as indicated on the plans, or as directed by the ENGINEER.

1. When the "Ordinary Compaction" method is to be used, the following provisions shall apply:

a) The course shall be sprinkled as required and rolled ad directed until a uniform compaction is secured. Throughout this entire operation,

the shape of the course shall be maintained by blading and the surface upon completion shall be smooth and in conformity with the typical sections shown on plans and to the established lines and grades.

b) In that area on which pavement is to be placed, any deviation in excess of 1/4 inch in cross section in a length of 16-feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.

c) All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling.

2. When the "Density Control" method of compaction is to be used, the following provisions shall apply:

a) The course shall be sprinkled as required and compacted to the extent necessary to provide not less than the percent density as hereinafter specified under "Density".

b) In addition to the requirement specified for density, the full depth of the flexible base shown on the plans shall be compacted to the extent necessary to remain firm and stable under construction equipment.

c) After each section of flexible base is completed, tests as necessary will be made by the ENGINEER. If the material fails to meet the density requirements, it shall be reworked as necessary to meet these requirements.

d) Throughout this entire operation, the shape of the course shall be maintained by blading, and the surface upon completion shall be smooth and in conformity with the typical sections shown on the plans and to established lined and grades.

e) In that area on which pavement is to be placed, any deviation in excess of 1/4 inch in cross section in a length of 16 feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.

f) All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling.

I. Should the base course, due to any reason or cause, lose the required stability, density or finish before the surfacing is complete, it shall be re-compacted and refinished at the sole expense of the CONTRACTOR.

J. Where Type C material is used, the material shall be scarified, thoroughly wetted, mixed, manipulated, and bladed so as to secure a uniformly wetted material, and pulled in over the sub-grade in courses and set under the action of blading and rolling. The work of mixing, blading, rolling, shaping, and subsequent maintenance shall be performed by the continuous use of sufficient number of satisfactory rollers and power maintainers with adequate scarifier attachments.

3.03 PLACEMENT OF FIRST COURSE - TYPE D MATERIAL:

A. Immediately before placing the base material, the sub-grade shall be checked as to conformity with grade and section, and corrections made if necessary.

B. All materials shall be delivered in approved vehicles of a uniform capacity.

C. The required amount of shell shall be uniformly spread across the section and allowed to dry sufficiently to insure proper slaking and mixing of the binder material. Immediately upon completion of the drying period, as determined by the ENGINEER, the specified amount of sand admixture as required to produce a combined material meeting the requirements hereinbefore specified, shall be spread uniformly across the shell.

D. The material shall then be sprinkled as required and thoroughly mixed by blading and harrowing, or other approved methods.

E. Failure to proceed with the placing of sand admixture or mixing and placing operations will be grounds for the suspension of placing of shell.

F. Under no conditions will the CONTRACTOR be allowed to place an excessive amount of shell without proceeding with the mixing and placing operations.

G. The course shall be compacted by the method of compaction hereinafter specified as the "Ordinary Compaction" method or the "Density Control" method of compaction as indicated on the plans, or as directed by the ENGINEER.

1. When the plans indicate that the "Ordinary Compaction" method is to be used, the following provisions shall apply:

a) After mixing, all material shall be windrowed, and then spread over the section in layers.

b) The layer shall not exceed 2 inches in loose depth.

c) If necessary to prevent segregation, the material shall be wetted in the window prior to spreading.

d) After each lift is spread, it shall be sprinkled and rolled to secure maximum compaction as directed by the ENGINEER. Succeeding layers shall then be placed similarly until the course is completed.

e) All areas and "nest of segregated coarse or fine material shall be corrected or removed and replaced with well graded material, as directed by the ENGINEER.

f) The course shall then be sprinkled as required and rolled as directed until a uniform compaction is secured.

g) Throughout this entire operation, the shape of the course shall be maintained by blading; and the surface, upon completion, shall be smooth and in conformity with the typical sections shown on plans, and to the established lines and grades.

h) In that area on which pavement is to be place, any deviation in excess of 1/4 inch in cross section in a length of 16-feet measured longitudinally shall be corrected by loosening, adding or removing material, reshaping and re-compacting by sprinkling and rolling.

i) All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding suitable material as required, reshaping and re-compacting by sprinkling and rolling.

2. When the plans indicate that the "Density Control" method of compaction is to be used, the compaction method shall be the same as prescribed for Type A, Type B, Type C, Type F and Type G material.

H. When indicated on the plans or permitted by the ENGINEER, Type D material may be mixed in a central mixing plant and delivered to the road as a combined mixture. When this method is used, the combined mixture shall meet the requirements for type D material as hereinbefore specified and the placing and compaction requirement shall be the same as prescribed for Type A, Type B, Type C, Type F and Type G material.

3.04 PLACEMENT OF FIRST COURSE - TYPE E MATERIAL:

A. The construction methods for placing the first course of Type E material shall be the same as prescribed for Type D material except that after the shell and sand have been placed, the prescribed amount of caliche shall then be spread across the sand and shell.

B. The composite mixture shall then be sprinkled as required and thoroughly mixed by blading and harrowing or other approved methods.

C. Compaction of the first course of Type E material shall be the same as prescribed above for Type D material.

D. Failure to proceed with placing the sand and caliche admixture or mixing and placing operations will be grounds for the suspension of placing of shell.

E. Under no conditions will the CONTRACTOR be allowed to place an excessive amount of shell without proceeding with the mixing and placing operations.

3.05 PLACEMENT OF SUCCEEDING COURSES - ALL MATERIAL TYPES:

A. Construction methods shall be the same as prescribed for the first course.

B. Prior to placing the surfacing on the completed base, the base shall be "dry cured" to the extent directed by the ENGINEER.

3.06 DENSITY CONTROL:

A. When the "Density Control" method of compaction is indicated on the plans, each course of flexible base shall be compacted to the percent density shown on the plans.

B. The testing will be as outlined in Test Method Tex-114-E.

C. It is the intent of this specification to provide in that part of the base included in the top 8 inches immediately below the finished surface of the roadway not less than 100 percent of the density as determined by the compaction ratio method.

D. Field density determination shall be made in accordance with Test Method Tex-115-E.

3.07 TOLERANCES:

A. When tolerances are permitted by the plans, the limits establishing reasonable close conformity with percent density specified are defined by the following:

1. The ENGINEER may accept the work providing not more than 25 percent of the density tests performed each day are outside the specified density by no more than three pounds per cubic foot and where no two consecutive tests on continuous work are outside the specified limits.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Flexible base will be measure by the square yard of surface area of completed and accepted work based on the width of flexible base as shown on the plans.

1. The flexible base shall be measured for depth by the units of 2000 square yards, with one measurement taken at a location selected by the ENGINEER.
2. In that unit where flexible base is deficient by more than 1/2 inch in thickness, the deficiency shall be corrected by scarifying, adding material as required, reshaping and re-compacting by sprinkling and rolling.

3. No additional payment over the contract unit price will be made for any flexible base of a thickness exceeding that required by plans.

B. The CONTRACTOR shall schedule his operations in such a manner as to facilitate the measurement of the pay item.

C. The ENGINEER may accept the work provided no more than 2 out of 10 depth tests performed are deficient by not more 1/2 inch and where no two consecutive tests on continuous work are outside the specified depth.

4.02 PAYMENT:

A. The accepted quantities of flexible base of the type, grade, and compaction method specified will be paid at the contract unit bid price per square yard, complete in place.

B. Where "Ordinary Compaction" is used, all sprinkling, rolling, and manipulation required will not be paid for directly, but will be incidental to other bid items.

C. The unit prices bid shall each be full compensation for shaping and fine grading the roadbed; for securing and furnishing all materials, including all royalty and freight involved; for furnishing scales and labor involved in weighing the material when required; for loosening, blasting, excavating, screening, crushing and temporary stockpiling when required; for loading all materials for all hauling and delivering. on the road; for spreading, mixing, blading, dragging, shaping and finishing and for all manipulation, labor, tools and incidentals necessary to complete the work.

*** * * END OF SECTION * * ***

SECTION 02610

PRIME COAT

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION:

A. Prime coat shall consist of application of asphaltic materials on completed base course and/or other approved area, which shall be applied in accordance with these specifications, as shown on the plans, and as directed by the ENGINEER.

1.02 QUALITY ASSURANCE:

A. Test and Certification of Bituminous Materials.

1. Bituminous material is to be tested in accordance with the requirements of AASHTO M-82 and sampled in conformance with AASHTO T-40.
2. Supply, at the time of delivery of each shipment of asphalt, two certified copies of test reports, from supplying vendor, to the ENGINEER.
3. Test reports shall indicate name of vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, purchase order number, and result of specified tests.

   The test report, signed by an authorized representative of the vendor, shall certify that the product delivered conforms to the specifications for type and grade indicated.

   Certified test reports and the testing required in the preparation of such report shall be at no cost to the COUNTY.

4. Final acceptance of bituminous materials shall be dependent on the determination by the ENGINEER that the material meets prescribed standards.

PART 2- PRODUCTS

2.01 MEDIUM CURING CUTBACK ASPHALT:

A. Medium-curing liquid asphalt, designated by the letters MC, shall consist of an uncracked petroleum base stock, produced by the processing of asphaltic or semi-asphaltic base crude petroleum, blended with a kerosene-type solvent. The base stock for all MC materials shall be straight run asphalt produced within the penetration range of 100 to 300, and the end point of the kerosene type solvent shall not exceed 525 degrees F. Medium curing liquid cutback asphalt shall be free from water and show no separation.

B. Medium curing cutback asphalt shall consist of materials specified above and

conforming to the requirements set forth in Table 2610-1.

C. Unless otherwise noted on the plans or directed by the ENGINEER, cutback asphalt Grade MC-30 shall be used.

2.02 BLOTTER MATERIAL:

A. Supply blotter material consisting of native sand and/or sweepings from base course.

B. Native sand shall be local material obtained from approved sources as approved by the ENGINEER.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. Unless otherwise specified on the plans or, required by the ENGINEER, only asphaltic material shall be used. Where required, a combination of asphaltic and blotter material shall be used.

B. Application of Asphaltic Materials Only.

1. Apply prime coat to prepared surface when ambient air temperature is above 40 degrees F. and is rising and shall not be applied when the ambient air temperature is below 50 degrees F. and falling.
2. Apply prime coat to surfaces that have been cleaned by sweeping or other approved methods and where base is thoroughly dry and satisfactory for receiving prime coat.
3. Apply prime coat to cleaned base, at a rate of 0.2 to 0.5 gallons per square yard of surface area, using an approved type of self-propelled pressure distributor so constructed and operated to distribute the material evenly and smoothly.
4. Provide necessary facilities for the determination of temperature of asphaltic material in all heating equipment and distributors; and for determination of rate at which it is applied; and for securing uniformity at the junction of two distributor loads.
5. Keep in clean and good working condition all storage tanks, piping, reports, booster tanks and distributors used in the storage and handling of asphaltic materials.
6. Operate all associated equipment in a manner such that there is no contamination of asphaltic material with foreign material.
7. Calibrate distributor and furnish ENGINEER with an accurate and satisfactory record of such calibrations.

TABLE 2610-1

Specification Designation	Test	AASHTO Test Method	ASTM MC Method	Grade MC 30	MC 70	MC 250	MC 800	MC 3000
Flash Point (Open Cleve) oF, Min.		T 48	D 92	100	100	150	150	150
Viscosity 140oF, Kinematic, CS		T 201	D 2170 60	30 to 140	70 to 500	250 to 1600	800 to 6000	3000 to
Furol Viscosity at 77 F. (Secs.)		T 72	D 88	75-150				
at 122 F. (Secs.)				60-120	300			
at 140 F. (Secs.)				125-250	to			
at 180 F. (Secs.)				100-200	600			
Distillation Distillate (% of Total Distillate		T 78	D 402					
to 680 F)								
to 437 F)				0-25	0-20	0-10	-0-	-0-
to 500 F				40-70	25-60	20-55	10-35	0-15
to 600 F				75-93	75-90	70-85	65-80	50-75
Residue from Distillation to 680 F Volume % by Difference Min.				50	55	67	75	80
Tests on Residue From Distillation Penetration at 77 F		T 49	D 5	120 to 250	120 to 250	120 to 250	120 to 250	120 to 250
*Ductility 77 F cm., Min.		T 51	D 113	100	100	100	100	100
Solubility in CC1 4, % Min.		T44	NONE	99.5	99.5	99.5	99.5	99.5

Water, % Min.	T 55	D 95	0.2	0.2	0.2	0.2	0.2
Reaction to Spot Test	T 102**	-0-		-0-	-0-	-0-	-0-

* If penetration of residue is more than 200 and its ductility at 77 F is less than 100, the material will be acceptable if the ductility at 60 F is greater than 100.

** Using 85% Standard Naphtha and 15% Xylene.

NOTE: Viscosity tests may be made by either Kinematic or Furol test methods.

8. Recalibrates distributor, in a manner satisfactory to the ENGINEER, after the beginning of work, should the yield on the asphaltic material applied appear to be in error.
9. No traffic, hauling or placing of subsequent courses shall be permitted over freshly applied prime coat until authorized by the ENGINEER.
10. Apply asphaltic material at a temperature within 15 F of temperature of application selected by the ENGINEER based on temperature viscosity relationship noted in Table 2610-1.
11. Maintain surface until work is Blotter Material.

C. Application of Asphaltic and Blotter Material

1. Haul blotter material in vehicles of uniform capacity and placed on shoulders at spacings designated by the ENGINEER.
2. After application of asphaltic material as specified above, cover surface with blotter material as directed by the ENGINEER.
3. After application of blotter material, drag surface with approved drag broom, evenly and smoothly distributing the blotter material.
   Brooming or dragging operation shall continue, as directed by the ENGINEER, until the course has properly cured under traffic.

PART 4 - MEASUREMENT AND PAYMENT

4.01 PRIME COAT:

A. Asphaltic material for prime coat will be measured for payment at point of delivery on the project in gallons at applied temperature. Payment will be paid at the unit bid price for "Prime Coat".

B. When not listed as a separate contract pay item, prime coat shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all material, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

4.02 BLOTTER MATERIALS:

A. Blotter mater will be considered incidental to asphaltic material for prime coat with no direct payment or payment therefor.

*** * * * END OF SECTION * * * ***

SECTION 02612

HOT MIX ASPHALT CONCRETE PAVEMENT

PART 1 - GENERAL

1.01 DESCRIPTION:

A. Hot mix asphalt concrete (HMAC) pavement shall consist of a binder course, a leveling up course, a surface course or a combination of the courses as shown on the plans, or as directed by the ENGINEER.

B. HMAC pavement shall be composed of a compacted mixture of mineral aggregate and asphaltic material, constructed on previously completed and approved sub-grade, sub-base course, base course, or existing pavement.

C. HMAC pavement shall be in accordance with the specifications herein and in conformity with the lines, grades, quantities and typical sections in the contract and/or as directed by the ENGINEER.

1.02 QUALITY CONTROL:

A. HMAC pavement and its constituent part shall conform to the ASTM, AASHTO and/or Texas SDHPT test methods noted below.

PART 2 PRODUCTS

2.01 ASPHALTIC MATERIALS

A. Asphalt cement binders shall be un-cracked petroleum asphalt and shall be carefully refined, by steam, vacuum, or solvent, from asphaltic or semi-asphaltic base crude petroleum at a temperature not to exceed 700 degrees F. Asphalt cements shall be free from thermal decomposition products and shall not be blended with any materials which have been subjected to cracking or produced from a crude petroleum source other than that of the original material. The asphalt cement shall not contain residues from non-asphaltic sources. Asphalt cement shall be homogeneous, free from water, and shall not foam when heated to 347 degrees F.

B. Paving asphalt shall be classified by penetration or viscosity and shall conform to the requirements set forth in one of the following tables as designated by the ENGINEER. The CONTRACTOR may supply asphalt meeting the requirements of one of the following tables provided that he obtains prior approval of the ENGINEER and with the provision that once approval has been obtained, that the CONTRACTOR will remain with that grade throughout the project.

TABLE 02612-1

Specification Designation	AASHTO Test Method	ASTM Test Method	40 to 50	60 to 70	85 to 100	120 to 150	150 to 200	200 to 250
Flash Point (Open Cup Min.)	T48	D92		450	450	450	425	350
Penetration of Original Sample at 77 F	T49	D5	40 to 50	60 to 70	85 to 100	120 to 150	150 to 200	200 to 250
Thin-Film Oven Loss Hours at 325 F, % Max	T179	D1754	0.75	0.75	0.75	0.75	1.00	1.00
Test of Residue from Thin-Film Oven Test % or Orig. Pen., Min.	T49	D5	52	50	50	50	50	50
Ductility at 77 F, cm. after Loss at 325 F, Min.	T51	D113	50	50	100	100	100	100
Solubility in CC1 4 Min.	T44*	None	99.5	99.5	99.5	99.5	99.5	99.5
Reaction to Spot Test	T102**	None	-0-	-0-	-0-	-0-	-0-	-0-

* Procedure No. 1 with CC1 4 substituted for CS2.

** Using 85% Standard Naphtha Solvent and 15% xylene,

TABLE 02612-2

	OA-30		OA-175*8		OA-400	
TYPE-GRADE	**MIN.**	**MAX.**	**MIN.**	**MAX.**	**MIN.**	**MAX.**
Penetration at 32 F, 200g., 60 sec.	15	--	--	--	--	--
Penetration at 77 F, 100g., 5 sec.	25	35	150	200	--	--
Penetration at 115 F, 50g., 5 sec.	--	65	--	--	--	--
Ductility at 77 F, 5 Original OA	2	--	70	--	--	--
Flash Point C.O.C., F	450	--	425	--	425	--
Softening Point, R. & B., F	185	--	95	130	--	--
Thin Film Oven Test, 1/8 in. Film 50g., 5 hrs., 325 F, % Loss by Wt.	--	0.4	--	1.4	--	2.0
Penetration of Residue, at 77 F, 100g., 5 sec. % of Original Pen	--	--	40	--	--	--
Ductility of Residue at 77 F, 5 cm/min., cms	--	--	--	100	--	--
Solubility in Trichloroethylene, %	99.0	---	99.0	---	99.0	---
Spot Test on Original OA	**Neg.**		**Neg.**		**Neg.**	
Float Test at 122 F, sec.	--	--	--	--	120	150
Test on 85 to 115 Pen. Residue* Residue by Wt., %	--	--	--	--	--	75
Ductility, 77 F, 5 cm/min.: Original Res., cms.	--	--	--	--	100	---
Subjected to Thin Film Test, cms	--	--	--	--	100	--

* Determined by Vacuum Distillation (by evaporation if unable to reduce by vacuum).

* * For use with Latex Additive only

TABLE 02612-3

PROPERTIES	AC-1.5		AC-3		AC-5		AC-10		AC-20		AC-20	
	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Viscosity, 140 F stokes...	150	50	300	100	500	100	1000	200	2000	400	4000	800
Viscosity, 275 F stokes.....	0.7	--	1.1	--	1.4	--	1.9	--	2.5	--	3.5	--
Penetration, 77 F 100 g, 5 sec	250	--	210	--	135	--	85	--	55	--	35	--
Flash Point, C.O.C., F...	425	--	425	--	425	--	450	--	450	--	450	--
Solubility in trichloroethylene percent.....	99.0	--	99.0	--	99.0	--	99.0	--	99.0	--	99.0	--
Test on residues from thin film oven test:												
Viscosity, 140 F stokes.....	--	450	--	900	1500	--	3000	--	6000	--	--	12000
Ductility, 77 F, 5 cms per min, cms	100	--	100	--	100	--	70	--	50	--	30	--
Spot Test.. . . .	Negative for all grades											

C. A minimum of two percent, by weight, latex additive (solid basis) shall be added to the OA-175 Asphalt or to AC-5 Asphalt when specified in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ration, B/S..... 70/30
Minimum solids content..... 67%

Solids content per gal. @ 67%..... 5.3 lbs.
Coagulum on 80-mesh screen..... 0.01% max.
Type Anti-oxidant.....staining
Mooney viscosity of Polymer(M/L 4@212F) 100 min.

PH of Latex ..... 9.4 - 10.5
Surface tension ..... 28 - 42 dynes/cm2

The finished latex-asphalt blend shall met the following requirements:

Viscosity at 140 F, stokes. ..... 1500 max.
Ductility at 39.2 F. 1 cm. per., cm ..... 100 min.

D. Asphalt content shall be within the limits noted below:

HMAC Type	Percent of Mixture by Weight	Percent of Mixture by Volume
"A"	3.5 - 7.0	8.0 - 16.0
"B"	3.5 - 7.0	8.0 - 16.0
"C"	3.5 - 7.0	8.0 - 16.0
"D"	4.0 - 8.0	9.0 - 19.0
"F"	3.5 - 6.5	8.0 - 16.0

E. At the time of delivery of each shipment of asphalt, the vendor supplying the material shall deliver to the purchaser certified copies of the test report which shall indicate the name of the vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, and results of the above-specified tests. The test report shall be certified and signed by an authorized representative of the vendor that the product delivered conforms to the specifications for the type and grade indicated.

F. Until the certified test reports and samples of the material have been checked by the ENGINEER to determine their conformity with the prescribed requirements, the material to which such report relates an any work in which it may have been incorporated as an integral component will be only tentatively accepted by the COUNTY. Final acceptance will be dependent upon the determination of the ENGINEER that the material involved fulfills the requirements prescribed therefor. The certified test reports and the testing required in connection with the reports will be at the expense to the COUNTY.

G. Unless otherwise specified in these specifications or in the Supplementary Specifications, the various grades of paving asphalt shall be applied at a temperature range of from 210 F, the exact temperature to be determined by the ENGINEER.

H. Paving asphalt shall be heated in such a manner that steam or hot oils will not be introduced directly into the paving asphalt during heating. The CONTRACTOR shall furnish and keep on the site, at all times, an accurate thermometer suitable for determining the temperature of the paving asphalt.

I. HMAC asphalt shall be the grade having the highest penetration, within specified

limits, to produce a mix having a maximum stability of the compacted mixtures.

J. Only one (1) grade of asphalt shall be required unless otherwise shown on the plans or as required by the ENGINEER.

2.02 AGGREGATES:

A. HMAC aggregate will be tested in accordance with the following test:

AASHTO T-30	Mechanic Testing
AASHTO T-27	Passing No. 200 Sieve
AASHTO T-89	Liquid Limit
AASHTO T-96	Los Angeles Abrasion
AASHTO T-104	Soundness (Magnesium Sulfate)
ASTM C - 131	Resistance to Degradation
ASTM C - 136	Sieve Analysis
ASTM C -2419	Sand Equivalence Value
SDHPT Tex - 416 - E	Method of Calculating Plasticity Index of Solids
SDHPT Tex - 217 - F	(I & II) Determination of Deleterious Materials and Decantation Test
SDHPT Tex - 203 - F	Quality Test for Mineral Aggregates

B. Aggregates shall have an abrasion of not more than 40 for all course except the non-skid surface course, which shall have an abrasion of not more than 35.

C. When property proportioned, HMAC aggregate shall produce a gradation which will conform to the limitations for classification for HMAC type shown below, or as directed by the ENGINEER.

D. Course aggregate to be crushed limestone rock or crushed gravel with hydrated lime or limestone filler. (Crushed gravel shall be per Highway Department Specifications.)

E. Binder aggregate to be composed of 15% crushed limestone screening or as directed by the ENGINEER.

1. Type "A" - Course Graded Base Course

Percent Aggregate by

	Weight or Volume
Passing 2" sieve	100
Passing 1-3/4" sieve	95 to 100
Passing 1-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 40 sieve, retained on No. 10 sieve	5 to 21
Total retained on No. 10 sieve	68 to 84
Passing No. 10 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

2. Type "B" - Fine Graded or Leveling-Up Course

	Percent Aggregate by Weight or Volume
Passing 1" sieve	100
Passing 7/8" sieve	95 to 100
Passing 7/8" sieve	21 to 53
Passing 3/8" sieve, retained on 3/8" sieve	11 to 42
Passing No. 4 sieve, retained on NO. 10 sieve	5 to 26
Total retained on No. 10 sieve	58 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on NO. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

3. Type "C" - Course Graded Surface Course

	Percent Aggregate by Weight or Volume
Passing 7/8" sieve	100
Passing 5/8" sieve, retained on 3/8" sieve	95 to 100
Passing 3/8" sieve, retained on No. 4 sieve	11 to 37
Passing No. 4 sieve, retained on No. 10 sieve	11 to 32
Total retained on No.10 sieve	54 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

4. Type "D" - Fine Graded Surface Course

	Percent Aggregate by Weight or Volume
Passing 1/2" sieve	to 100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on No. 4 sieve	21 to 53
Passing No. 4 sieve, retained on No. 10 sieve	11 to 32
Total retained on No. 10 sieve	54 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

5. Type "F" - Fine Graded Surface Course

	Percent Aggregate by Weight or Volume
Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No.10 sieve	58 to 73
Passing No. 10 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

2.03 PRIME COAT:

A. Prime coat, when specified on the plans, or as directed by the ENGINEER, shall be in accordance with Section 02610 - Prime Coat, and as specified herein.

B. Prime coat shall be applied to surfaces of bases at least 12 hours prior to placing the HMAC unless otherwise directed by the ENGINEER.

C. Asphalt prime shall be applied uniformly at the rate of 0.10 to 0.30 gallon per square yard or as directed by the ENGINEER. It shall be applied only when permitted by the ENGINEER and when the air temperature is not less than 40 F.

D. In order to prevent lapping at the junction of two applications, the distributor shall be promptly shut off. A hand spray shall be used to touch up all spots unavoidably missed by the distributor.

E. Immediately prior to application of the asphalt prime, an inspection will be made by the ENGINEER to verify that the base course has been constructed as specified. Also, all loose and foreign material shall be removed by light sweeping. Material so removed shall not be mixed with cover aggregate.

F. The surface to be primed shall be in a smooth an well-compacted condition, true to grade and cross section, and free from ruts and inequalities.

G. The pressure distributor used for applying prime coat material shall be equipped with pneumatic tires and shall be so designed and operated as to distribute the prime material in a uniform spray without atomization, in the amount an between the limits of temperature specified. It shall be equipped with a speed tachometer registering feet per minute and so located as to be visible to the truck driver to enable him to maintain the constant speed required for application at the specified rate.

H. The pressure distributor shall be equipped with a tachometer registering the pump speed, pressure gauge, and a volume gauge. The rates of application shall not vary from the rates specified by the ENGINEER by more than 10%. Suitable means for accuracy indicating at all times the temperature of the prime material shall be provided. The thermometer well shall be so placed as not to be in contact with a heating tube.

I. The distributor shall be so designed that the normal width of application shall not be less than 6 feet, with provisions for the application of lesser width when necessary. If provided with heating attachments, the distributor shall be so equipped and operated that the prime material shall be circulated or agitated through the entire heating process.

J. The asphalt prime coat should preferably be entirely absorbed by the base course and, therefore, require no sand cover. If, however, it has not been completely absorbed prior to the start of placing the asphalt concrete mixture and in the meantime it is necessary to permit traffic thereon, just sufficient sand shall be spread over the surface to blot up the excess liquid asphalt and prevent picking it up under traffic. Also, sand shall be used in areas where traffic may pass over the prime coat. Prior to placing the asphalt concrete, loose or excess sand shall be swept from the base. If a sand cover is specified in the Supplementary Specifications or noted on the plans to cover asphalt prime, it shall be applied within 4 hours after the application of said prime coat, unless otherwise ordered by the ENGINEER.

K. Liquid asphalt shall be prevented from spraying upon adjacent pavements, structures, guard rails, guide posts, culvert markers, trees, and shrubbery that are not to be removed; adjacent property and improvements; and other facilities or that portion of the traveled way being used by traffic.

L. The CONTRACTOR shall protect the prime coat against all damage and markings, both from and other traffic. Barricades shall be places where necessary to protect the prime coat. If, after prime coat has been applied satisfaction of the ENGINEER and has been accepted by him, it is distributed by negligence on the part of the CONTRACTOR, it shall be restored at his expense to its condition at the time of acceptance. No material shall be placed until the prime coat is in a condition satisfactory to the ENGINEER.

2.04 TACK COAT:

A. If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaces pavement, a tack coat shall be evenly and uniformly applied to such existing pavement preceding the placing of the asphalt concrete. The surface shall be free of water, all foreign material, or dust when the tack coat is applied. No greater area shall be treated in any one day than will be covered by the asphalt concrete during the same day. Traffic will not be permitted over tack coating.

B. Tack coat for HMAC shall consist of either rapid curing cut-back asphalt RC-2 diluted by addition of (not to exceed 15 percent by volume) an approved grade of gasoline and/or kerosene; emulsified asphalt, EA-11M diluted with 50 percent water, or a cut-back asphalt made by combining 50 to 70 percent of the asphaltic materials specified for the paving mixture with 30 to 50 percent gasoline and/or kerosene by volume.

C. Tack coat shall conform to the requirements of Section 02620 - Tack Coat, or as specified herein.

D. Application rate shall be 0.10 it 0.15 gallons per square yard as directed by the ENGINEER.

E. A similar tack coat shall be applied to the surface of any course if, in the opinion of the ENGINEER, the surface is such that a satisfactory bond cannot be obtained between it and the succeeding course.

F. When required, the contact surfaces of all cold pavement joints, curbs, gutters, manholes, and the like shall be painted with a tack coat immediately before the adjoining asphalt concrete is placed. Asphalt tack coat shall be applied in controlled amounts as shown on the plans or determined by the ENGINEER. Surfaces where a tack coat is required shall be cleaned to the satisfaction of the ENGINEER before the tack coat is applied.

2.05 MINERAL FILLER:

A. Mineral filler, other than hydrated lime, shall consist of a thoroughly dry stone dust, portland cement or other mineral dust approved by the ENGINEER.

B. The mineral filler shall be free from foreign or other deleterious matter.

C. When tested by the method outlines in SDHPT Test Method Tex-200-F (Part 1 or 3), mineral filler shall meet the following gradations by weight:

Passing No. 30 Sieve	95 to 100%
Passing No. 80 Sieve	75%
Passing No. 200 Sieve	55%

2.06 Anti-Stripping compound, as required in the job mix formula, shall be furnished in the amounts calculated therein.

2.07 JOB MIX FORMULA:

A. A job mix formula based on representative samples, including filler if required, shall be determines by the ENGINEER, or submitted by the CONTRACTOR for approval of the ENGINEER.

B. The resultant job mix formula shall be within the master range for the specified type of HMAC.

C. The job mix formula for each mixture shall established a single percentage of aggregate passing each required sieve size, and a single percentage of bituminous material to be added to the aggregate and shall provide for 3 to 5% air voids in the resultant design mix. During the mix design process the ENGINEER will consider other factors, in addition to air voids and Marshall stability, such as durability, water resistance and asphalt film thickness when developing the mix design.

D. After the job mix formula is established, mixtures for the project shall conform thereto within the following tolerances which may fall outside of the specified master range:

Passing 1-3/4" sieve, retained on 7/8" sieve ..... Plus or minus 5
Passing 7/8" sieve, retained on 3/8" sieve..... Plus or minus 5
Passing 5/8" sieve, retained on 3/8" sieve..... Plus or minus 5
Passing 3/8" sieve, retained on No. 4 sieve ..... Plus or minus 5
Passing No. 4 sieve, retained on No. 10 sieve ..... Plus or minus 5
Total retained on No. 10 sieve..... Plus or minus 5
Passing No. 10 sieve, retained on No. 40 sieve ..... Plus or minus 3
Passing No. 40 sieve, retained on No. 80 sieve ..... Plus or minus 3
Passing No. 80 sieve, retained on No. 200 sieve ..... Plus or minus 3
Passing No. 200 sieve ..... Plus or minus 3

Asphaltic Material ..... Plus or minus 0.05 by weight or 1.2 by volume

Mixing Temperature..... Plus or minus 20 F

E. Asphaltic mixture shall be tested in accordance with SDHPT Test Method Tex-200-4 (Part I or Part III) and shall have the following laboratory values:

	Surface Course	**Base Course**
Density - Minimum	95%	95%
Maximum	99%	99%
Optimum	97%	97%

Stability - (Hveenm)		
Minimum	30%	30%
Maximum	45%	45%
Stability (Marshall - 75 Blow Briquette)	1500 lbs.	1500 - lbs.
Voids	3 - 7%	4 - 7%
Voids Filled With Asphalt	75 - 85%	65 - 80%
Sand Equivalent	40	40

2.08 EQUIPMENT:

A. All equipment for the handling of all material, mixing, and placing of HMAC shall be in accordance with the provisions of Texas SDHPT Item 340.

2.09 STOCKPILING, STORAGE, PROPORTIONING AND MIXING:

A. Stockpiling, storage proportioning and mixing operations shall be in accordance with the Provisions of Texas SDHPT Item 340.

PART 3 - EXECUTION

3.01 WEATHER AND TEMPERATURE LIMITATIONS:

A. Asphaltic mixture, when placed with a spreading and finishing machine, or the tack coat shall not be placed when the air temperature is 50 F and falling, but may be placed when the air temperature is 40 F and rising.

B. Asphaltic mixture, when placed with a motor grader, shall not be placed when the air temperature is 60 F and falling, but may be placed when the air temperature is 50 F and rising.

C. Mat thicknesses of 1> inches or less shall not be placed when the temperature on which the mat is to be laid is below 50 F.

D. No tack coat or asphaltic mixture shall be placed when the humidity, general weather conditions and temperature and moisture condition of the base, in the opinion of the ENGINEER, are unsuitable.

E. If, after being discharged from the mixer and prior to placing, the temperature of the asphaltic mixture is 50 F or more below the temperature established by the ENGINEER, all or any part of the load may be rejected and payment will not be made for the rejected material.

3.02 EQUIPMENT

A. Hauling Equipment:

1. Trucks used for hauling asphaltic mixtures shall have tight, clean, smooth metal beds which have been thinly coated with a minimal amount of paraffin oil, lime slurry, time solution or other approved material to prevent mixture adhesion to the bed.
2. The dispatching of hauling equipment shall be arranged so that all material delivered may be placed and all rolling completed during daylight hours, unless otherwise directed by the ENGINEER.
3. All trucks shall be equipped with a cover of canvas, or other suitable material to protect the mixture from weather or on hauls where the temperature of the mixture will fall below specified level. Use of covers will be as directed by the ENGINEER.

B. Rollers:

1. Pneumatic Tile Roller. This roller shall consist of not less than seven pneumatic tire wheels, running on axles in such manner that the rear group of tires shall cover the entire gap between adjacent tires of the forward group; mounted in a rigid frame; and provided with a loading platform or body suitable for ballast loading. The front axle shall be attached to the frame in such manner that the roller may be turned within a minimum circle. The tire shall afford surface contact pressures up to 90 pounds per square inch or more. The roller shall be so constructed as to operate in both a forward and a reverse direction with suitable provisions for moistening the surface of the tires while suitable provisions for moistening the surface of the tires while operating; and shall be approved by the ENGINEER.
2. Two Axle Tandem Roller. This roller shall be acceptable power-driver, steel-wheel, tandem roller weighing not less than eight tons. It must operate in forward and reverse directions; contain provision for moistening the surface of the wheels while in motion; and shall be approved by the ENGINEER.
3. Three Wheel Roller. This roller shall be an acceptable power-driven, all steel three wheel roller weighing not less than 10 tons. It must operate in forward and reverse directions; contain provisions for moistening the surface of the wheel while in motion; and shall be approved by the ENGINEER.
4. Vibratory Steel Wheel Roller. If approved for use by the OWNER, this roller shall have a minimum weight of six tons. The compactor shall be equipped with amplitude and frequency controls and shall be specifically designed to compact the material on which it is used. It shall be operated in accordance with the manufacturer's recommendations.

C. Straight Edges:

1. The CONTRACTOR shall provide an acceptable 16-foot straight-edges for surface testing. Satisfactory templates shall be provided as required by the ENGINEER.

D. Spreading and Finishing Machine:

1. Bituminous pavers shall be self-contained, power-propelled units, provided with an activated screed or a strike-off assembly, heated if necessary, and capable of spreading and finishing courses of bituminous plant mix material in lane widths applicable to the specified typical section and thickness shown on the plans.
2. The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in from of the screed. Design will be such that no part of the truck weight will be supported by the paver.
3. The screed or strike-off assembly shall effectively produce a finished surface of the required evenness and texture without tearing, shoving or gouging the mixture. When laying mixtures, the paver shall be capable of being operated at forward speeds consistent with satisfactory laying of the mixture. The screed shall be adjustable for both height and crown and shall be equipped with a controlled heating device.
4. The bituminous paver shall be equipped with an automatic leveling device controlled from an external guide. The initial pass for each course shall be made using a paver equipped with a 40-foot minimum external reference, except that this requirements will not apply when asphalt concrete is placed adjacent to portland cement concrete pavement. Subsequent passes may utilize the matching device of one foot minimum length riding on the adjacent lay.

3.03 CONSTRUCTION METHODS:

A. Spreading and Finishing:

1. The asphalt concrete mixture shall be laid on the approved surface, spread and struck off to the grade and elevation established. It shall be spread and compacted in layers as shown on the plans or as directed by the ENGINEER. Bituminous pavers shall be used to distribute the mixture either over the entire width or over such partial width as may be practicable.
2. The ENGINEER will determine a minimum placement temperature, which is measured immediately behind the laydown machine, shall not vary more than 20 F.
3. A conventional paver or suitable equipment approved by the ENGINEER may be used to place asphalt concrete material on shoulders depressed from the traveled lanes in order to established a uniform typical section. Approval of the equipment used will be based upon the results obtained.

4. The asphalt concrete may be dumped from the hauling vehicles directly into the paving machine or it may be dumped upon the surface being paved and subsequently loaded into the paving surface being paved and subsequently loaded into the paving machine; however, no asphaltic concrete shall be dumped from the hauling vehicles at a distance greater than 250 feet in

front of the paving machine. When asphaltic concrete is dumped first upon the surface being paved, the loading equipment shall be self-supporting and shall not exert any vertical load on the paving machine. Substantially all of the asphaltic concrete dumped shall be picked up and loaded into the paving machine.

5. To achieve, as far as practicable, a continuous operation, the speed of the paving machine shall be coordinated with the production of the plant. Sufficient hauling equipment shall be available to insure continuous operation.
6. The control system shall control the elevation of the screed at each end by controlling the elevation of one end directly and the other indirectly either through controlling the transverse slope or alternately when directed, by controlling the elevation of each end independently, including any screed attachment used for widening, etc. Failure of the control system to function properly shall be cause for the suspension of the asphaltic concrete operations.
7. When dumping directly into the paving machine from trucks, care shall be taken to avoid jarring the machine or moving it out of alignment.
8. All courses of asphaltic concrete shall be placed and finished by means of self-propelled paving machines except under certain conditions or at certain locations where the ENGINEER deems the use of self-propelled paving machines impracticable.
9. Self-propelled paving machines shall spread the asphaltic concrete without segregation or tearing within the specified tolerances, true to the line, grade, and crown indicated on the plans. Pavers shall be equipped with hoppers and augers which will place the asphaltic concrete evenly in front of adjustable screeds without segregation. Screeds shall include any strike-off device operated by tamping or vibrating action which is effective without tearing, shoving or gouging the asphaltic concrete and which produces a finished surface of an even and uniform texture for the full width being paved. Screeds shall be adjustable as to height and crown and shall be equipped with a controlled heating device for use when required.
10. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impracticable, the mixture shall be spread, raked, fluted and compacted with hand tools. For such areas the mixture shall be dumped, spread and screed to give the required compacted thickness.

B. Compaction:

1. Rolling with the 3-wheel and tandem roller shall start longtitudally at the sides and proceed toward the center of the surface course, overlapping on successive trips by at least half the width of the rear wheels.

2. Alternate trips of the roller shall be slightly different in length.
3. Rolling with a pneumatic tired roller shall be as directed by the ENGINEER.
4. Rolling shall continue with no further compression can be obtained and all roller marks are eliminated
5. The motion of the roller shall be slow enough at all times to avoid displacement of asphaltic materials. If displacement occurs, it shall be

corrected immediately by use of rakes and fresh asphaltic mixtures, where required.

6. The roller shall not be allowed to stand on the surface course when it has not been fully compacted and allowed to cool.
7. To prevent adhesion of the surface course to the roller, the wheels shall be kept thoroughly moistened with water; however, excess water shall not be allowed.
8. All precautions shall be taken to prevent dripping of gasoline, oil, grease, or other foreign substances on the surface or base courses during rolling operations or while rollers are standing.
9. With the approval of the ENGINEER, a vibratory steel wheeled roller may be substituted for the 3-wheel roller and tandem roller.
10. Along forms, curbs, headers, walls and other places not accessible to the rollers, the mixture shall be thoroughly compacted with hot hand tampers, smoothing irons, or with mechanical tampers. On depressed areas, a trench roller may be used or cleated compression strips may be used under the roller to transmit compression to the depressed area.
11. Any mixture that becomes loose, broken, mixed with dirt, segregated, or is in any way defective shall be removed and replaced with fresh hot bituminous mixture, which shall be compacted to conform with the surrounding area. Any area showing excess or deficiency of bituminous material shall be corrected immediately as directed by the ENGINEER.

C. In-Place Density:

1. In-place density shall be required for all mixtures except thin irregular depth leveling courses.
2. Each course, after final compaction, shall have a density of not less than 95 percent of the density developed in the laboratory test method outlines in Texas SDHPT Bulletin C-14.
3. Density shall be determined with a portable nuclear test device in conformity with ASTM D-2950.76.
4. Calibration of the portable nuclear device will be established by the ENGINEER from cut pavement samples tested in accordance with AASHTO T-166 (weight, volume method). The density readings of the cut pavement samples determined in accordance with AASHTO T-166 (weight, volume method), and the density readings of the pavement samples determined by the portable nuclear test device in conformity with ASTM D 2950 will be correlated by the ENGINEER.
5. Other methods of determining in-place density may be used as deemed necessary by the ENGINEER.
6. It is intended that acceptance density testing will be done while the bituminous mixture is hot enough to permit further compaction if necessary. If the density of an acceptance section does not meet the specified requirements, the CONTRACTOR shall continue the compaction effort until the optimum density is obtained, but rolling for any compactive effort will not be allowed when the temperature of the mix is below 175 F unless authorized in writing by the ENGINEER. Rerolling the paved surface after it has initially cooled will not be allowed.

7. If in-place density tests of the mixture produce a value lower than specified and in the opinion of the ENGINEER is not due to a change in the quality of the material, production may proceed with subsequent changes in the mix and/or construction procedures until in-place density equals or exceeds the specified density.
8. In-place density tests will be provided by the ENGINEER unless otherwise specified.

D. Joints:

1. Placing of the asphalt concrete shall be as continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture unless authorized by the ENGINEER.
2. When plant mix bituminous pavement is places over plant mix bituminous treated base or when plant mixed seal coat is places over plant mix bituminous pavement, longitudinal joints shall be staggered at least 6 inches with relation to the longitudinal joints of the underlying course.
3. Transverse joints shall have two foot or 12:1 minimum taper. Longitudinal joints shall have a one foot or 6:1 minimum taper. All transverse tapers shall be cut and squared off prior to commencing new work. Tapered longitudinal joints from previous operations shall be cleaned and tack coated if directed by the ENGINEER. All joints shall be completely bonded. The surface of each course at all joints shall be smooth and shall not show any deviations in excess of 3/16 of an inch when tested with a 10-foot straightedge in any direction.
4. When paving under traffic the CONTRACTOR shall plan his daily surfacing operations on a schedule which will result in not more than one (1) day's operation of exposed longitudinal joints. The longitudinal joints shall not have a height greater than two (2) inches and shall not be left exposed longer than 24 hours.

E. Surface Tolerance:

1. Upon completion, the pavement shall be true to grade and cross section. Except at intersections or any changes of grade, when a 16 foot straight edge is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straight edge more than 1/16-inch per foot. Areas that are not within this tolerance shall be brought to grade immediately following the initial rolling. After the completion of final rolling, the smoothness of the course shall be checked, and the irregularities that exceed the specified tolerances or that retain water on the surface shall be corrected by removing the defective work and replacing with new material as directed by the ENGINEER at the expense of the CONTRACTOR.

F. Manholes and Valve Covers:

1. Manhole frames and valve covers shall be adjusted prior to placing the surface course.

G. Compacted Thickness of HMAC surface and Base Courses:

1. Surface Courses. The compacted thickness or depth of the asphaltic concrete surface course shall be as shown on the plans. Where the plans require a depth or thickness of the surface course greater than two inches compacted depth, same shall be placed in multiple courses of equal depth, each of which shall not exceed two inches compacted depth. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple courses, it shall be applied at the rate as directed.
2. Base Courses. The compacted thickness or depth of each base course shall be as shown on the plans. Where the plans require a depth or thickness of the course greater than 4 inches, same shall be accomplished by constructing multiple lifts of approximately equal depth, each of which shall not exceed these maximum compacted depths. If, in the opinion of the ENGINEER, an additional tack coat is considered necessary between any of the multiple lifts, it shall be applied as herein before specified and at the rate as directed.

H. Pavement Thickness Tests:

1. Pavement Thickness Test. Upon completion of the work and before final acceptance and final payment shall be made, pavement thickness test shall be made by the ENGINEER or his authorized representative unless otherwise specified in the special provisions or in the plans. The number and location of tests shall be at the discretion of the OWNER. The cost for the initial pavement thickness test shall be at the expense of the ENGINEER. In the event a deficiency in the thickness of pavement is revealed during normal testing operations, subsequent tests necessary to isolate the deficiency shall be at the CONTRACTOR's expense. The cost for the additional coring test shall be at the same rate charged by commercial laboratories.

I. Price Adjustment for Roadway Density:

1. The pavement of the unit price will be adjusted for roadway density as outlined in the following table. The adjustment will be applied on a lot by lot basis for each lift. The adjustment will be based on the average of five density tests. The price adjustment will be applied to the entire asphalt concrete mix which includes the HMAC aggregate, the asphalt cement and anti-stripping compound, is used.

Average Density % of Lab Density	**Percent of Contract Price To Be Paid**
Above 95%	100%
94.0 to 94.99	96%
93.0 to 93.99	91%

92.0 to 92.99	85%
Less than 92.0	*

* This lot shall be removed and replaced to meet specification requirements as ordered by the ENGINEER. In lieu thereof, the CONTRACTOR and the ENGINEER may agree in writing that for practical purposes, the lot shall not be removed and will be paid for at 50% of the contract price.

PART 4 - MEASUREMENT AND PAYMENT

4.01 INCIDENTAL WORK:

A. Prime coat, anti-stripping compound, where used and tack coat shall not be measured for direct payment, but shall be considered as subsidiary work pertaining to the placing of asphaltic mixtures of the contract price.

4.02 MEASUREMENT:

A. Hot-mix asphalt concrete material shall be measured by the ton of 2,000 pounds or by the square yard of the type or types used in the completed and accepted work.

B. Weight shall be determined by a certified scale approved by the OWNER and recorded serially numbered weight tickets, identifying the vehicle and presented to the ENGINEER's representative on the job.

4.03 PAYMENT:

A. Work performed and materials furnished, as prescribed by this item, measured as provided herein, shall be paid at the unit bid price per ton or square yard for the type or types of hot mix asphalt concrete pavement shown on the proposal.

B. Unit bid price shall be payment in full for quarrying; furnishing all materials; for all heating; mixing; hauling; cleaning existing base course or pavement; placing asphaltic mixtures; rolling and finishing; and for all labor, tools, equipment and incidentals necessary to complete the work, including the work and materials involved in the application of prime coat and tack coat.

*** * * END OF SECTION * * ***

SECTION 02620

TACK COAT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK:

A. Apply asphaltic materials on completed base course after curing of prime coat, on existing pavement, on bituminous surfaces, or on portland cement concrete surface.

1.02 QUALITY CONTROL:

A. Asphaltic materials supplied for tack coat shall be tested in accordance with applicable ASTM or AASHTO designation noted below.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Tack coat shall be composed of bituminous material of the type and grade specified in the plans or as specified by the ENGINEER.

B. Unless otherwise specified, tack coat shall be one of the following grades:

1. Penetrating Asphalt 85 - 100 or 120 - 150.
2. EA-CSS-1 or EA-1OS (SS-1) Emulsified Asphalt.
3. AC-5 or AC-10 Asphalt.

2.02 ASPHALT CEMENT (GRADES RC AND PENETRATING ASPHALT):

A. Asphalt cement binders shall be un-cracked petroleum asphalts and shall be carefully refined, by steam, vacuum, or solvent, from asphaltic or semi-asphaltic base crude petroleum at a temperature not to exceed 700 degrees F. Asphalt cements shall be free from thermal decomposition products and shall not be blended with any materials which have been subjected to cracking or produced from a crude petroleum sources other than that of the original material. The asphalt cement shall not contain residues from non-asphaltic sources. Asphalt cement shall be homogenous, free of water, and shall not foam when heated to 350 degrees F.

B. Paving asphalt shall be classified by penetration or viscosity and shall conform to the requirements set forth in one of the following tables as designated by the ENGINEER. The CONTRACTOR may supply asphalt meeting the requirements of one of the following tables provided that he obtains prior approval of the ENGINEER and with the provision that once approval has been obtained, the CONTRACTOR will remain with that grade throughout the project.

TABLE 02620-1

Specification Designation	AASHTO Test Method	ASTM Test Method	85 to 100	120 to 100
Flash Point (Open Cup) Min.	T43	D92	450	450
Penetration of Original Sample at 77 degrees F.	T49	D5	85 to 100	120 to 150
Thin-Film Oven Loss, Hours at 325 degrees F. % Max.	T179	D1754	0.75	0.75
Test of Residue from Thin-Film Oven Test % of Orig. Pen., Min.	T49	D5	50	50
Ductility at 77 degrees F., cm. after Loss at 325 degrees F., Min.	T51	D113	100	100
Solubility in $CC1^4$ Min	T44*	None	99.5	99.5
Reaction to Spot Test.	T102**	None	-0-	-0-

* Procedure No. 1 with $CC1^4$ substituted for CS^2.

* * Using 85% Standard Naphtha Solvent and 15% Xylene.

TABLE 02620-2
REEEEQUIREMENTS FOR SPECIFICATIONS FOR ASPHALT CEMENT
VISCOSITY GRADED AT 14 DEGREES F.

	VISCOSITY GRADE			
	AC-5		AC-10	
	Min.	Max.	Min.	Max
Viscosity, 60C (140F), poises	500	-100	1000	-200
Viscosity, 135C (275F), Cs	200	-	250	-
Penetration, 25C (77F), 100g, 5 sec.	140	-	80	-
Flash Point, COC, C (F)	177 (350)	-	219 (425)	-
Solubility in trichlorethylene,	99.0	-	99.0	-
Tests on residue from Thin film Oven Test:				
Loss on heating, percent	-	1.0	-	0.5
Viscosity, 60C (140F) poises	-	2000	-	2000
Ductility, 25C (77F), 5 cm per minute, cm	100	-	75	-
Spot test (when and as specified)[2] with:				
Standard naphtha solvent			Negative for all grades	
Naphtha-Xylene solvent, % Xylene			Negative for all grades	
Heptane-Xylene solvent, % Xylene			Negative for all grades	

[1] If ductility is less than 100, material will be accepted if ductility at 15.5C (60F) is 100.

[2] The use of the spot test is optional, when it is specified, the ENGINEER shall indicate whether the standard naphtha solvent, or the heptane-xylene solvent will be used in determining compliance with the requirement, and also, in the case of xylene solvents, the percentage of xylene to be used.

2.03 EMULSIFIED ASPHALTS:

A. Emulsified asphalts shall be composed of a paving asphalt base uniformly emulsified with water and an emulsifying or stabilizing agent. They shall be homogeneous throughout. Emulsified asphalt shall be classified as rapid-setting, medium-setting, or slow-setting type in either anionic or cationic emulsions.

B. The emulsified asphalt shall conform to the requirements asphalt shall conform to the requirements set forth in the following tables:

TABLE 02620-3
REQUIREMENTS FOR EMULSIFIED ASPHALT

ANIONIC EMULSION

TYPE: SETTING TIME	RAPID				MEDIUM				SLOW			
GRADE	(RS-2) EA-HVRS		(RS-2H) EA-HVRS 90		(RS-2) EA-HVMS		(RS-2) EA-HVMS-90		(RS-2) EA-11M		(RS-2) EA-10S	
	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.	MIN.	MAX.
FUROL VISCOSITY AT 77 F (25 C), SEC., C.	---	---	---	---	---	---	---	---	30	100	30	100
FUROL VISCOSITY AT122 F (50 C)	100	300	100	300	100	300	100	300	---	---	---	---
RESIDUE BY DISTILLATION, %	63	---	63	---	63	---	63	---	60	---	60	---
OIL PORTION OF DISTILLATE, %	---	2.0	---	2.0	---	2.0	---	20	---	2.0	---	2.0
SIEVE TEST, %	---	0.1	---	0.1	---	0.1	---	0.1	---	0.1	---	0.1
MISCIBILITY (STANDARD TEST)	---	---	---	---	---	---	---	---				
COATING	---	---	---	---	---	---	---	---			---	---
CEMENT MIXING, %	---	---	---	---	---	---	---	---	---	---	---	2.0
Demulsibility 50 cc OF N/10 CacL2, %	---	---	---	---	---	---	---	---	---	70	---	---
DEMULSIBILITY 33 CC OF N/50 CacL2	60	---	60	---	---	30	---	30	---	---	---	---
SETTLEMENT, 5 DAYS, %	---	5.0	---	5.0	---	5.0	---	5.0	---	5.0	---	5.0
FREEZING TEST 3 CYCLE	---	---	---	---								

TEST RESIDUE: PENETRATION AT 77 deg. F (25 C) 100 G, 5 SEC.	120	160	80	110	120	160	80	110	120	160	120	160
Solubility in Trichlordethylne, %	97.5	---	97.5	---	97.5	---	97.5	---	97.5	---	97.5	---
Ductibility at 77 F (25 C) 5 cm/min., cms.	100	---	100	---	100	---	100	---	100	---	100	---

* Applies only when ENGINEER designates material for winter use.

* The test requirement for settlement may be waived when the emulsified asphalt is used in less than 5 days' time; or the Owner may require that the settlement test be run from the time the sample is received until it is used, if the elapse is less than 5 days.

** The 24-h (1-day) storage stability test may be used instead of the 5-day settlement test.

*** The demulsibility test shall be made within 30 days from date of shipment.

C. Unless otherwise specified, the various grades of emulsified asphalt shall be applied at temperatures within the limits specified below, the exact temperature to be determined by the ENGINEER. Emulsified asphalt shall be reheated, if necessary, but at no time after loading into a tank, car or truck for transportation from the refinery to the purchaser shall the temperature of the emulsion be raised above 185 degrees F. During all reheating operations the emulsified asphalt shall be agitated to prevent localized overheating. Emulsified asphalt shall not be permitted to cool to a temperature of less than 40 degrees F.

TABLE 02620-5
APPLICATION TEMPERATURE
OF EMULSIFIED ASPHALT

Grade	Mixing	Spraying
RS-1	Not used	70-140 deg. F.
A-HVRS, EA-CRS-2 CRS-1	Not used	125 - 185 deg. F.
EA-1OS, EA-CSS-1	50 - 160 deg. F.	70 - 140 deg. F.
EA-CSS-1	50 - 160 deg. F.	70 - 140 deg. F.

D. At the time of delivery of each shipment of asphalt, the vendor supplying the material shall deliver to the purchaser certified copies of the test report which shall indicated the name of the vendor, type and grade of asphalt delivered, date and point of delivery, quantity delivered, delivery ticket number, and results of the above-specified tests. The test report shall be of the above-specified tests. The test report shall be certified and signed by an authorized representative of the vendor that the product delivered conforms to the specifications for the type and grade indicated.

E. Until the certified test reports and samples of the material have been checked by the ENGINEER to determine their conformity with the prescribed requirements, the material to which such report related and any work in which it may have been incorporated as an integral component will be only tentatively accepted by the ENGINEER. Final acceptance will be dependant upon the determination of the ENGINEER that the material involved fulfills the requirements prescribed therefore. The certified test reports and the testing required in connection with the reports will be at the expense to the Contracting Agency.

PART 3 - EXECUTION

3.01 PREPARATION OF SURFACE TO BE TREATED:

A. Surface to be tacked shall be patched, cleaned and free of dirt, surface moisture, vegetation and any other deleterious materials or irregularities to provide a smooth, uniform surface.

B. Unstable corrugated areas shall be removed and replaced with suitable patching materials. Patching shall be completed at no cost to the COUNTY.

C. The edges of existing pavements adjacent to new surface shall be cleaned to permit adhesion of tack coat.

3.02 WEATHER LIMITATIONS:

A. Tack coat shall not be applied on a wet surface; during wet weather; after sunset; or when the ambient temperature is below 40 degrees F.

3.03 APPLICATION

A. Apply tack coat uniformly with a self-propelled, pressure distributor at a rate of 0.02 to 0.15 gallons per square yard as directed by the ENGINEER.

B. Roll tack coat with a self-propelled pneumatic tired roller weighing not less than 4 tons without ballast, to evenly distribute asphaltic material. Each tire shall have a contact pressure of not less than 90 pounds per square inch.

C. Rolling will not be required for emulsified asphalt tack coat.

D. Rolling shall be completed at no cost to the COUNTY

E. Tack coat shall be applied in such a manner as to offer the least inconvenience to traffic and to permit one-way traffic without pickup or tracking.

F. In no case shall the surface be tacked extend beyond what can be covered in the same day by surfacing courses.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Asphaltic material for tack coat will be measured at point of delivery on project in gallons at the applied temperature.

4.02 PAYMENT:

A. Asphaltic material for tack coat will be measured at point of delivery on project in gallons at the applied temperature.

B. When not listed as a separate contract item, tack coat shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION 02780

FLAT WHEEL ROLLING

PART 1- GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of the compaction of subgrade, embankment, flexible base, surface treatments and asphalt surfaces by the operation of approved power roller as herein specified and as directed by the ENGINEER.

PART 2 - PRODUCTS

2.01 EQUIPMENT:

A. Embankments and Flexible Bases

1. Power rollers shall be of the 3-wheel, self-propelled type, weighing not less than 10 tons and shall provide a compression on the rear wheels of not less than 325 pounds per linear of wheel width. All wheels shall be flat.

2. The rear wheels shall have a diameter of not less than 48 inches and each shall have a wheel width of not less than 20 inches.

B. Surface Treatments and Pavements

1. Power rollers shall be the 3-wheel or tandem, self-propelled type, weighing not less than 3 tons nor more than 6 tons. All wheels shall be flat.

2. Rollers shall be equipped with an adequate scraping or cleaning device on each wheel.

3. Rollers used to compact asphalt mixture shall be equipped with a water system which will keep all tires uniformly wet.

4. In lieu of the rolling equipment specified, the CONTRACTOR may, upon written permission from the ENGINEER, operate other compacting in the same period of time as the specified equipment. If the substituted compaction within the same period of time as would be expected of the specified equipment, as determined by the ENGINEER, its use shall be discontinued.

5. Rollers shall be maintained in good repair and operating condition and shall be approved by the ENGINEER.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. Subgrades, Embankments and Flexible Base

1. The subgrade or embankment layer or the base course shall be sprinkled if directed and rolling with a power roller shall start longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the rear wheel of the power roller.

2. On super-elevated curves, rolling shall begin at the low sides and progress toward the high sides. Alternate trips of the roller shall be slightly different in length.

3. The rollers, unless otherwise directed, shall be operated at a speed between 2 and 3 miles per hour.

B. Surface Treatments and Pavements

1. Rolling shall be done to produce a satisfactory surface as called for in surface treatment and pavement items.

2. The sequence of work shall be as indicated for embankment layer or base course.

3. The operating speed shall be determined by the CONTRACTOR.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. No additional compensation will be made for materials, equipment or labor required by this item, but shall be considered incidental to the other items included in the contract.

*** * * END OF SECTION * * ***

SECTION 02782

PNEUMATIC TIRE ROLLING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of the compaction of embankment, flexible base, surface treatments or pavements by the operation of approved pneumatic tire rollers.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS:

A. When used on seal coats, asphaltic surface treatments and bituminous mixture pavements, the roller shall be self propelled and equipped with smooth tread tires with 45 psi tire pressure.

B. The roller shall be so constructed as to be capable of being operated in both a forward and a reverse direction.

C. When used on bituminous mixture pavements, the roller shall have suitable provision for moistening the surface of the tires while operating.

D. When turning is impractical or detrimental to the work and when specifically directed by the ENGINEER, the roller shall be of the self-propelled type.

E. In lieu of the rolling equipment specified, the CONTRACTOR may operate other compacting equipment that will produce equivalent relative compaction in the same period of time as the specified equipment. If the substituted compaction equipment fails to produce the desired compaction within the same period of time, its use shall be discontinued.

F. Rollers shall be maintained in good repair and operating condition and shall be approved by the ENGINEER.

2.02 LIGHT PNEUMATIC TIRE ROLLER:

A. The light pneumatic tire roller shall consist of not less than 9 pneumatic tire wheels, running on axles in such manner that the rear group of tires will cover the entire gap between adjacent tires of the forward group and mounted in a rigid frame and provided with a loading platform or body suitable for ballast loading.

B. The front axle shall be attached to the frame in such manner that the roller may be turned within a minimum circle.

C. The pneumatic tire roller under working conditions shall have an effective rolling width of approximately 60 inches and shall be so designed that by ballast loading the total load be varied uniformly from 9,000 pounds or less to 18,000 pounds or more.

D. The roller shall be equipped with tires that will afford ground contact pressures to 45 pounds per square inch or more. The operating load and tire air pressure shall be within the range of the manufacturer's chart. The roller under working conditions shall provide a uniform compression under all wheels.

E. Individuals tire inflation pressures shall be within +5 psi of each other.

F. The pneumatic tire roller shall be drawn by either a suitable crawler type tractor, a pneumatic tired tractor, a truck of adequate tractive effort or may be of the self-propelled type and the roller, when drawn or propelled by either type of equipment, shall be considered a light pneumatic tire roller unit.

2.03 MEDIUM PNEUMATIC TIRE ROLLER (TYPE A):

A. The medium pneumatic tire roller (Type A) shall consist of not less than 7 pneumatic tired wheels, running on axles in such manner that the rear group of tires will cover the entire gap between adjacent tires of the forward group and mounted in a rigid frame and provided with a loading platform or body suitable for ballast loading.

B. The front axles shall be attached to the frame in such a manner that the roller may be turned within a minimum circle. The pneumatic tire roller, under working conditions, shall have an effective rolling width of approximately 84 inches and shall be so designed that, by ballast loading, the total load may be varied uniformly from 23,500 pounds or less to 50,000 pounds or more.

C. The roller shall be equipped with tires that will afford ground contact pressures to 80 pounds per square inch or more. Individual tire inflation pressures shall be within +5 psi of each other.

D. The operating load and tire air pressure shall be within the range of the manufacturer's chart.

E. The pneumatic tire roller shall be drawn by either a suitable crawler type tractor, a pneumatic tired tractor, a truck of adequate tractive effort or may be of the self-propelled type.

F. The roller, when drawn or propelled by any type of equipment, shall be considered a medium pneumatic tire roller unit.

G. The power unit shall have adequate tractive effort to properly move the operating roller at variable uniform speeds up to approximately 5 miles per hour.

2.04 MEDIUM PNEUMATIC TIRE ROLLER (Type B):

A. The medium pneumatic tire roller (Type B) shall conform to the requirements for Medium Pneumatic Tire Roller (Type A) as specified above, except that the roller shall be equipped with tires that will afford ground contact pressures to 90 psi or more.

PART 3 -EXECUTION

3.01 CONSTRUCTION METHODS:

A. The embankment layer or the base course be sprinkled if directed and rolling with a pneumatic tire roller shall start longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 of width of the pneumatic tire roller.

B. On super-elevated curves, rolling shall begin at the low sides and progress towards the high sides.

C. Alternative trips of the roller shall be slightly different in length.

D. The light pneumatic tire roller shall be operated at speeds between 2 and 6 miles per hour for asphalt surfacing work and all other work.

E. The medium pneumatic tire roller shall be operated at speeds which produce a satisfactory product.

F. Sufficient rollers shall be provided to compact the material in a satisfactory manner. When operations are so isolated from one another that 1 roller unit cannot perform the required compaction satisfactorily, additional roller units shall be provided.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. No additional compensation will be made for materials, equipment or labor required by this item, but shall be considered subsidiary to the various items of the contract.

*** * * END OF SECTION * * ***

SECTION 02786

PROOF ROLLING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION WORK:

A. This work shall consist of furnishing and operating heavy pneumatic tired compaction equipment for testing the compaction of embankment, sub-grade or flexible base.

B. Proof roll is to be used to locate unstable areas.

PART 2 - PRODUCTS

2.01 EQUIPMENT:

A. The proof rolling equipment shall consist of not less than 4 pneumatic tired wheels, running on axles carrying not more than 2 wheels and mounted in a rigid frame and provided with loading platform or body suitable for ballast loading.

B. All wheels shall be arranged so that they will carry approximately equal loads when operating on uneven surfaces.

C. The proof roller under working conditions shall have a rolling width of from 8 feet to 10 feet and shall be so designed that, by ballast loading, the gross load may be varied uniformly from 25 tons to 50 tons.

D. The tires shall be capable of operating under the various loads with variable air pressure up to 150 pounds per square inch. The operating load and tire pressure shall be within the range of the manufacturer's chart as directed by the ENGINEER.

E. The proof roller shall be drawn by a suitable crawler type tractor or rubber tire tractor of adequate tractive effort or may be of self-propelled type. There shall be a sufficient quantity of ballast available to load the equipment to a maximum gross weight of 50 tons.

F. Rubber tired tractive equipment shall be used on base courses.

G. Other type tractive equipment may be used on embankment sub-grade.

H. The heavy pneumatic tire roller unit shall be capable of turning 180 degrees in the crown width.

I. In lieu of the rolling equipment specified, the CONTRACTOR may, upon written permission from the ENGINEER, operate other equipment that will produce equivalent results as the specified equipment. If the substituted equipment fails to produces the desired results as would be expected of the specified equipment as determined by the ENGINEER, its use shall be discontinued.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS:

A. This work shall be done to proof all prepared sub-grades and flexible base courses or as directed by the ENGINEER.

B. On embankment compaction, each layer will be placed to specified thickness at optimum moisture and compacted with conventional equipment to comply with the requirements of the governing embankment item.

C. Prior to placing the overlaying course, the layer shall be proof rolled as directed by the ENGINEER.

D. When the operation of the proof rolling unit shows an area to be unstable or non-uniform, such area shall be brought to satisfactory stability and uniformity by additional compaction, by removal of unsuitable materials or replacement with suitable materials and re-compaction.

E. The surface tested shall then be checked for conformity with line and grade and any irregularities corrected.

F. Roller shall be operated at speeds between 2 and 6 miles per hour or as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT:

A. No additional payment will be made for the materials, equipment or labor required by this item, but shall be considered subsidiary to the various items included in the contract.

*** * * END OF SECTION * * ***

SECTION 03300

CAST-IN-PLACE-CONCRETE

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK COVERED:

A. Mixing, placing, finishing and providing all related services necessary to construct all cast-in-place concrete work indicated on plans.

1.02 QUALITY ASSURANCE:

A. Comply with the latest published edition of the American Concrete Institute (ACI) and American Society of Testing and Materials (ASTM) standards and codes:

1. ACI 315 - Manual of Standard Practice for Detailing.
2. ACI 318 - Building Code Requirements for Reinforced Concrete.
3. ACI 347 - Recommended Practice for Concrete Formwork.
4. ASTM A36 - Structural Steel.
5. ASTM C33 - Concrete Aggregates.
6. ASTM C39 - Concrete Strength of Molded Concrete Cylinders.
7. ASTM C94 - Ready-Mixed Concrete.
8. ASTM C143 - Slump of Portland Cement Concrete.
9. ASTM C150 - Portland Cement.
10. ASTM C309 - Liquid Membrance-Forming Compounds for Curing Concrete.
11. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
12. ACI 301 - Specification for Structural Concrete for Building.

B. Submit compliance submittals as specified in Division 1, including but not limited to the following: bar schedule, bar details, shop drawings including size and location of openings, water stops, joint systems and curing method.

C. Submit proposed concrete mix proportions to ENGINEER prior to placing concrete.

PART 2 - PRODUCTS

2.01 PORTLAND CEMENT:

A. Type I, Type II or Type III conforming to ASTM C150 as modified by Texas Department of Highways and Public Transportation, 1982 Standard Specifications.

B. Type I or Type II cement may be used unless Type II is specified.

C. Except when Type II specified, Type III may be used when the anticipated air temperature for the succeeding 12 hours will not exceed 60□F.

D. Type III may be used in all precast pre-stressed concrete except in piling when Type II cement is required for substructure concrete.

E. All cement used in a monolithic placement shall be of the same type.

F. May be either bagged or bulk. Partially set or caked cement will be rejected.

G. All types of cements shall be "low-alkali" cements.

2.02 WATER:

A. Clear, fresh, free from injurious amounts of oil, alkaline, acid or organic matter or other deleterious substances and shall not contain more than 1000 parts per million of chlorides as CL nor more than 1000 parts per million of sulfates as SO_4.

B. The sand, or mixture of sand, comprising a single fine aggregate, shall consist of clean, hard, durable, un-coated grains and shall be essentially free from clay lumps, salt or alkali, and other foreign material.

C. The maximum permissible percentage, by weight, of deleterious substances shall not exceed the following:

Material removed by decantation	3.0%
Other deleterious substances such as coal, shale, coated grains and soft flaky particles	3.0%

An additional loss of 2% by decantation may be allowed, provided this new additional loss is material of the same quality as specified for fine aggregate or mineral filler.

D. Gradation, percent of weight retained:

Sieve Size	**% Retained**
3/8 inch	0
No. 4	0 - 5
No. 8	0 - 20
No. 16	0 - 50
No. 30	0 - 75
No. 50	0 - 90
No. 100	0 - 100
No. 200	0 - 100

E. Fineness Modulus: for Grade 1 only - 2.3 minimum, 3.1maximum.

F. Miner Filler:

1. May be added upon written authorization of ENGINEER.
2. Shall be stone dust or clean crushed sand, or other approved inert material.
3. Shall not exceed 5% of the fine aggregate.
4. Shall meet the following requirements:

Passing No. 30 sieve	95 to 100%
Passing No. 100 sieve	70 to 100%

2.04 COARSE AGGREGATE:

A. Crushed stone, gravel, crushed gravel, crushed blast furnace slag or a combination of these.

B. Gravel and crushed gravel shall consist of clean, hard durable particles, free from adherent coating, thin or elongated pieces, soft or disintegrated particles, dirt, organic or deleterious substances, salt or alkali, and other foreign material.

C. Crushed stone shall consist of the clean, dust free product resulting from crushing of stone. There shall be no adherent coatings, clay, loam organic or deleterious substance, salt or alkali, and other foreign material.

D. The maximum permissible percentage, by weight, of deleterious substances shall not exceed the following:

Material removed by decantation	1.0%
Shale, slate or other similar material	1.0%
Clay lumps	0.25%
Soft fragments	3.0%
Other deleterious substances, including friable, thin, elongated or laminated pieces	3.0%

E. Course aggregates shall have a percent wear of not more than 45 when tested in accordance with Test Method Tex-410-A.

F. Gradation, percent of weight retained on:

Grade No. 1 - Maximum Nominal Size 2 1/2 in. (63 MM)

Sieve	Percentage Retained
2 1/2 in.	0%
2 in.	0 - 20%
1 1/2 in.	15 - 50%
3/4 in.	60 - 80%
No. 4	95 - 100%

Grade No. 2 - Maximum Nominal Size 1 1/2 in. (37.5 mm)

Sieve	Percentage Retained
2 in.	0%
1 1/2 in.	0 - 5%
3/4 in.	30 - 65%
3/8 in.	7 - 90%
No. 4	95 - 100%

Grade No. 4 - Maximum Nominal Size 3/8 in. (9.5mm)

Sieve	Percentage Retained
1/2 in.	0 - 5%
3/8	5 - 30%
No. 4	75 - 100%

G. Gradation Requirements - maximum size of aggregate for structural concrete shall not exceed three inches, and shall be reduced in size to meet the following conditions:

1. One-sixth of the least dimension between forms of that part of the structure in which concrete is to be placed;
2. Three-fourths of the clear space between reinforcement.
3. The maximum size aggregate is defined as the clear space between the sides of the smallest square opening through which 95 percent of the weight of the aggregate can be passed.
4. Unless otherwise noted or restricted by above Grade No. 2, gradation shall be used.

2.05 PIT-RUN AGGREGATE:

A. Pit-run aggregate is the natural gravel and sand obtained from pits without the addition of other fine or curse aggregates, and shall consist of hard, durable, un-coated pebbles or stone particles mixed with sand.

B. Pit-run aggregate shall be free from lumps of clay and injurious amounts of dust, shale, soft or flaky particles, salt and alkali.

C. Pit-run aggregate shall not be used for high-strength concrete of 3000 psi and above.

E. Pit-run aggregate may be used only for concrete cushion, cradle and protection for pipe.

2.06 ADMIXTURES:

A. Concrete admixtures shall comply with Section 03320.

2.07 REINFORCING STEEL:

A. Reinforcing steel shall comply with Section 03320.

2.08 CURING MATERIALS:

A. Liquid Membrane: white pigmented chlorinated rubber, ASTM C309.

B. Liquid Membrane: resin base, clear compound, permitting application of paint, Servicised Products Corp. - Code 2802 or equal.

C. Plastic Film: white pigmented, 0.00085" (minimum) thick.

D. Burlap: jute fabric, lean, free of impurities.

E. Surface Hardener: gray crystal, acidic fluosilicate base, slightly hygroscopic chemical surface hardener, SIKA Chemical Corp. or equal.

2.09 JOINT MATERIALS:

A. Joint Sealer: hot poured, non-extruding, elastic, ASTM D1190.

B. Preformed Expansion Joint Filler: non-extruding, bituminous fiber, ASTM D1751.

2.10 WATERSTOP:

A, Polyvinyl chloride or rubber, center bulb.

B. Size to suit joints, minimum 6".

2.11 FORM MATERIALS:

A. Use plywood, metal, metal framed plywood faced or other acceptable panel-type material.

B. Coat forms with non-bonding, non-staining commercial compounds.

2.12 MOISTURE BARRIER:

A. Polyethylene sheet, minimum 8 mil., ASTM E154.

2.13 CONCRETE MIX DESIGN AND CONTROL:

A. Submit not less than 10 days prior to the start of concreting operations, to the ENGINEER.

1. Mix design, using a course aggregate factor acceptable to the Engineer.
2. Sufficient samples of all materials to be incorporated into the mix for testing.
3. Full description of the source of supply of each material component.

B. Course aggregate factor:

1. Not more than 0.82 when voids less than 48%.
2. Not more than 0.85 when voids exceed 48%.

3. Not less than 0.68.

C. No changes or deviations from proportions or sources of supply without approval of ENGINEER.

D. No concrete may be placed on the job site until the mix design has been approved by ENGINEER in writing to the CONTRACTOR.

2.14 CONCRETE QUALITY:

A. Consistency:

1. Mortar shall cling to the course aggregate.
2. The aggregate shall not segregate during transport.
3. The concrete and mortar shall show no free water when removed from the mixer.

B. The consistency should allow the completion of all finishing operations with the addition of water to the surface.

C. The concrete shall be uniform, workable, cohesive, possess satisfactory finishing qualities and be of the stiffest consistency that can be placed and vibrated into a homogeneous mass.

D. Excessive bleeding shall be avoided.

E. Slump requirements shall be as follows:

Structural Concrete	Avg. Slump	Max. Slump
(a) Cased Drilled Shafts and thin-walled Sections (9 inches or less)	4	5
(b) Slabs, Caps, Columns, Piers, Wall Sections Over 9 inches, etc.	3	4
(c) Slip Form Paving Underwater or seal concrete		2 1/2
(d) Rip-Rap, curb, Gutter and other Miscellaneous Concrete	As Specified	By Owner

Note: No concrete shall be permitted with slump in excess of the maximums shown. Any concrete mix failing to meet the above consistency requirements, although meeting the slump requirements shall be considered unsatisfactory; and the mix shall be changed to correct such unsatisfactory conditions.

F. The concrete shall comply with Table 1 below:

TABLE 1 - CLASSES OF CONCRETE

CLASS OF CONCRETE	MIN.-MAX. SX. CEMENT	MIN. BEAM STRENGTH 28-DAY PSI	MIN. BEAM STRENGTH 7-DAY PSI	MAX. WATER CEMENT RATIO ITEM 2.1.1.	COARSE NO.
A.	5.0	3000	500	6.5	2-3-4
B	4.0	2000	330	8.0	2-3-4
C*	6.0	3600	600	6.0	1-2-3-***
D	3.0	1500	250	11.0	2-3-4
E	6.0	3000	500	7.0	2-3
F	6.5	4200	700	5.5	2-3
H***	6.5-8.0	AS SPECIFIED ON PLANS	N/A	5.5	3

* Entrained Air:

** No. 1 course aggregate may be used in foundations only (except cased drilled shafts).

*** Pre-stressed Concrete.

**** ASTM C 293 (Center Point).

2.15 GROUT:

A. Non-Shrink:

1. Use pre-mix non-shrink, Embeco Premixed Grout or Embeco Pre Mixed Mortar by Master Builders Company or equal.
2. Keep water to a minimum for placing by the dry packing method.

B. Grout for Bonding:

1. 1 part cement to 1 1/2 parts sand by weight.
2. Keep water to a minimum.

PART 3 - EXECUTION

3.01 SUBGRADE:

A. Insure sub-grade is true to line and grade and compacted as specified.

B. Fill and re-compact any ruts or depressions.

C. Check cross section with a template.

D. Place moisture barrier or moisten sub-grade prior to placing of concrete. Method to be approved by the ENGINEER.

3.02 FORMS:

A. Provide forms for all concrete work including footings and base slabs.

B. Construct forms so that completed concrete will conform to shapes, lines, grades and dimensions indicated and required.

C. Forms shall be true, plumb and level with reasonable tight joints. Adequately support and brace forms.

D. Place anchors, inserts, bolts, sleeves and other device indicated or required for the various portions of all the work.

E. Oil temporary forms with non-staining form oil before reinforcing steel is placed.

F. Rough form finish as defined by ACI 301 permitted for concealed concrete.

G. Smooth form finish as defined by ACI 301 permitted for concealed concrete.

H. Provide 3/4 inch chamfer on exposed corners and edges, and 1-foot below ground level.

3.03 REMOVAL OF FORMS:

A. Do not remove forms or supports until concrete has acquired sufficient strength to safely support its own weight and the superimposed loads.

B. Mixing shall be done in a mixer of adequate size and type to produce uniform distribution of the material throughout the mass.

C. The mixer shall have a plate affixed showing the manufacturer's recommended operating data and it shall be operated within the speed and capacity limits stated thereon.

D. The absolute volume of the concrete batch shall not exceed the rated capacity of the mixer.

E. The entire contents of the drum shall be discharged before any materials are placed.

F. Improperly mixed concrete will not be placed.

G. The mixing time shall be in accordance with the recommendations of the mixer manufacturer.

H. Transix Mix Concrete:

1. Sufficient transit mix equipment shall be assigned exclusively to the project as required for continuous operation.
2. Satisfactory evidence shall be furnished so that the delivery of concrete shall be continuous at regular and uniform intervals, without stoppage or interruption.
3. Concrete shall not be placed on the job after a period of 1 hours after the cement has been placed in the mixer, with mixer turning; 30 minutes without mixer turning.

I. Continuous Volummetric Mix Concrete:

1. A mobile, continuous, Volummetric mixer of the rotating puddle type may be used for when approved by ENGINEER.
2. Mixers shall be designed to receive all the concrete ingredients, including admixtures, required by the mix design in a continuous uniform rate and mix them to the required consistency before discharging.
3. The mixers shall adequate water supply and metering devices.
4. Calibration of these mixers will be required.

3.04 PLACING CONCRETE:

A. The minimum temperature of all concrete at the time of placement shall not be less than 50□ F.

B. Clean transporting equipment, reinforcing and embedded items before placing concrete.

C. Batch trucks or paving equipment not permitted on prepared sub-grade unless authorized by the ENGINEER based on actual job conditions.

D. Place no concrete until after inspection of forms by ENGINEER.

E. The maximum time interval between the addition of cement to the batch, and the placing of concrete in the forms shall not exceed the following:

AIR OR CONCRETE TEMPERATURE	NON-AGITATED CONCRETE	MAXIMUM TIME
80 deg. F or Above	(26.6 deg. C)	15 minutes
35 deg. F or 79 deg. F	(1.6 to 26.1 deg. C)	30 minutes
	AGITATED CONCRETE	
90 deg. F or Above	(32.2 deg. C)	45 minutes
75 deg F to 89 deg. F	(23.9 to 31.6 deg. C)	60 minutes
35 deg. F to 74 deg. F	(1.6 to 23.3 deg. C)	90 minutes

F. Prevent segregation during placing.

G. Consolidate flat work with one pass of mechanical vibrator moving parallel to centerline. Unusual sections and widths may be hand puddled and finished.

H. Place concrete continuously so that each pour unit will be monolithic in construction and will terminate at expansion, contraction or construction joint. Permit not more than 30 minutes between depositing adjacent batches.

I. Place slab concrete over membrane waterproofing before waterproofing has become damaged or dirty.

J. Concrete placement will not be permitted when impending weather conditions will impair the quality of work.

K. Slope horizontal surfaces of exterior concrete for drainage.

L. Deposit concrete in forms in horizontal layers not deeper than 24 inches. Avoid inclined construction joints. Place each layer while preceding layer is still plastic to avoid cold joints.

M. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spanding, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.

N. Do not use vibrators to transport concrete inside of forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to penetrate placed layer of concrete and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. Limit vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without casing segregation of mix.

3.05 PLACING CONCRETE IN WATER:

A. Concrete shall be deposited in water only when specified on the plans or with written permission of the ENGINEER.

B. The forms or cofferdams shall be sufficiently tight to prevent any water current passing through the space in which the concrete is deposited.

C. Pump will not be permitted during the concrete placing, nor until it has set for at least 36 hours.

D. The concrete shall be placed with a tremie, closed bottom-dump bucket or other approved method.

E. The concrete shall not be allowed to fall freely through the water nor shall it be

disturbed after it has been placed. Its surface shall be kept approximately level during placement.

F. The tremie shall consist of a water tight tube 14 inches or less in diameter. It shall be constructed so that the bottom can be sealed and opened after it is in place and fully charged with concrete. It shall be supported so that it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow. The lower end of the tremie shall be submerged in the concrete at all times.

G. Bottom-dump buckets used for underwater placing shall have a capacity of not less than one-half cubic yard. It shall be lowered gradually and carefully until it rests upon the concrete already gradually and carefully until it rests upon the concrete already placed and raised very slowly during the upward travel; the intent being to maintain still water at the point of discharge and to avoid agitating the mixture.

H. The placing operations shall be continuous until the work is complete.

I. Unless otherwise specified all concrete placed under water, except seal concrete, shall contain an additional sack of cement per cubic yard.

3.06 JOINTS:

A. CONTRACTOR:

1. Extend entirely across flat slabs at locations shown.
2. Location where not shown; maximum spacing is:
   a. Driveways: 10'
   b. Sidewalks: 4'
   c. Other flat slabs: 20 times slab thickness.
3. Saw depth not less than 1/4 slab thickness.

B. Expansion:

1. Install where shown on the plans.
2. Locations where not shown: all structures and features which project through, into or against slab.
3. Install according to manufacturer's recommendations, set material securely before placing concrete.
4. Install 1 inch width unless shown otherwise.

C. Filling Joints:

1. Fill not later than 14 days after sawing.
2. Fill immediately following cleaning.
3. Fill to 1/8" of surface.
4. Remove excess while material is still pliable.
5. Refill low areas where necessary.
6. Omit filling sidewalk joints.

3.07 FINISHING EXTERIOR FLAT WORK:

A. Strike off and float as required.

B. Check surface with ten foot straight edge, maximum variance allowed - 1/8".

C. Drag concrete surface longitudinally with double thickness burlap drag after completion of straight edging unless noted otherwise.

D. Use edger on edges of slab.

3.08 CURING:

A. CONTRACTOR shall inform the ENGINEER fully of the methods and procedures proposed for curing; shall provide proper equipment and material in adequate amounts; shall have approval of the proposed method, equipment and material prior to placing concrete.

B. All concrete shall be cured for a period of 4 curing days except as noted herein.

EXCEPTIONS TO 4-DAY CURING

Description	**Required Curing**
Upper Surfaces of Bridge Roadway, Median and Sidewalk Slabs and Top Slabs of Direct Traffic Culverts	8 Curing Days

A curing day is defined as a calendar day when the ambient temperature, taken in the shade

*** * * END OF SECTION * * ***

SECTION 03320

CONCRETE ADMIXTURES

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This work shall consist of furnishing materials for use as admixtures in concrete.

PART 2 - PRODUCTS

2.01 AIR ENTRAINING ADMIXTURE

A. An "Air Entraining Admixture" is defined as a material which, when added to a concrete mixture in the correct quantity, will entrain uniformly dispersed microscopic air.

B. This admixture shall conform to ASTM C 260, modified as follows:

1. The cement used in any series of tests shall be either the cement proposed for specific work or a reference" Type I cement from one mill.

2. Unless otherwise indicated, the minimum relative durability factor shall be 80.

C. The air entraining admixture used in the reference concrete shall be high quality neutralized Vinsol Resin.

2.02 WATER - REDUCING, RETARDING ADMIXTURE

A. A "Water-reducing, Retarding Admixture" is defined as a material which, when added to a concrete mixture in the correct quantity, will reduce the quantity of mixing water required to produce concrete of a given consistency and retard the initial set of the concrete.

B. This mixture shall conform to ASTM C 494, Type A or D, modified as follows:

1. The water-reducing retarder shall retard the initial set of the plastic concrete a minimum of 2 hour and a maximum of 4 hours when the materials are at a temperature of 90 F, the dosage rate specified by the manufacturer.

2. The cement used in any series of tests shall be either the cement proposed for specific work or a "reference" Type I cement for one mill.

3. All concrete tested shall contain entrained air.

2.03 WATER-REDUCING ADMIXTURE

A. "Water-reducing Admixture" is defined as a material which when added to a concrete mixture in the correct quantity, will reduce the quantity of mixing water required to produce concrete of a given consistency and required strength.

B. This admixture shall conform to ASTM C 494, Type A.

2.04 ACCELERATING ADMIXTURE

A. In "Accelerating Admixture" is defined as an admixture that accelerates the setting time and the early strength development of concrete.

B. This admixture shall conform to ASTM C 494, Type C, modified as follows:

1. This accelerating admixture will contain no chlorides and shall be used in the liquid for only.

2.05 HIGH RANGE WATER REDUCING ADMIXTURES

A. A "High-range Water Reducing Admixture," referred to as a super plaster size, is defined as a synthetic polymer material which, when added to a low slump concrete mixture increases the slump without segregation, impermeability and durability of the mix.

B. This admixture shall conform to ASTM C 494, Type F or G, modified as follows:

1. It shall reduce the required water by a minimum of 15 percent.

2. It shall increase the 7 day compressive strength of the concrete by a minimum of 25 percent.

C. The admixture when added to the mix shall produce the following:

1. Modify a low slump concrete, without the addition of water, to produce a slump which conforms to the range indicated.

2. It shall prevent a temperature rise of the mix above 100 F during high ambient conditions.

3. It shall not increase the chloride content of mix.

2.06 CERTIFICATION

A. The CONTRACTOR shall submit the name of the admixture proposed and manufacturer's certification that products selected meet the requirements of this item and of ADTM C 260 and C 494 as required.

B. If more than one admixture is proposed in the concrete mix, a statement of compatibility of components shall accompany certification.

C. The ENGINEER may request additional information to be submitted such as infrared spectrophotometry scan, solids content, ph value, etc., for further identification.

D. A change in formulation discovered by any of the tests prescribed herein or other means and not reported and re-tested, may be cause to permanently bar the manufacturer from furnishing admixtures for COUNTY work.

E. The ENGINEER reserves the right to perform any or all of the tests required by ASTM C 260 and C 494 as a check on the tests reported by the manufacturer.

F. In case of any variance, the ENGINEER tests will govern.

2.07 APPROVAL

A. The ENGINEER shall approve all admixtures and dosage. Approval of admixtures shall be based on previous performance of the admixture.

B. The dosage will be determined from the manufacturer's recommendations, trial mixes or current job approved mix designs, if it is shown that no substantial change in any of the proposed ingredients has been made.

C. Should the CONTRACTOR desire to change the admixture or dosage approved during the progress of the work, the CONTRACTOR shall perform trial mixes at his own expense and submit the new mix design for approval.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

A. No concrete shall be delivered to the project until the mix design is approved. All concrete delivered shall conform to the approved job mix formula. Unless otherwise indicated, all concrete shall be air entrained. All admixtures will be added at the Batch Plant. All admixtures shall be in the liquid state. No admixtures shall be dispensed on dry aggregates. Each admixture shall be dispensed separately, but at the same time as the mixing water.

B. An approved job mix formula for normal hot weather concreting may not perform satisfactorily for extended retardation, in which case its use will not be permitted.

C. The rotation of the mixer shall be sufficient to thoroughly mix the admixture into the concrete.

D. Admixtures shall be agitated as required to prevent separation or sedimentation of solids. Air agitation of Neutralized Vinsol Resin will not be permitted.

E. Normally air entraining agents shall be charged into the mixer at the beginning of

the batch and retarding or water reducing admixtures shall be charged into the mixer during the last part (approximately 1/3) of the batch when an air-entraining agent is used.

F. Accelerating admixtures will not be used only on the written approval of ENGINEER. Accelerating admixtures will not be permitted in bridge decks, direct traffic culvert slabs at any time nor when Type II cement is specified.

G. All admixtures shall be of the same brand from only one manufacturer for the entire project, unless otherwise approved by the ENGINEER.

H. Accelerators will be used only to meet special project requirements and will require the approval of the ENGINEER.

I. For individual placements of concrete of 25 cubic yards or more and for all ready-mix concrete, the admixture shall be measured and dispensed by a readily adjustable dispenser. When set to a predetermined volume, the dispenser shall fill to the preset amount and hold it positively without leakage until the operator releases the content into the mixing water by some positive means. Unless otherwise indicated, completely automatic dispensing will not be required, except for use with a full automatic plant.

J. The calibrated container shall be a measuring reservoir of the type where the level of the admixture is visible at all times. A strip gauge with one ounce increments for air entraining admixtures, ten ounce increments for dispersing admixtures, shall be attached securely to the measuring apparatus. This strip shall be a material possessing weather resistant qualities. The accuracy equipment shall visibly show the total amount to be dispensed for ready check by the ENGINEER.

K. When individual placements of less than 25 cubic yards and with the concrete batched on the job site, the ENGINEER may waive the requirements for mechanical dispensing equipment.

L. When high range water reducing admixtures are indicated the following will be observed:

1. Ready-mixed concrete shall be delivered in transit mixers and the capacity of the transit mixture shall be reduced for each bath by 25 percent of the rated capacity to assure proper mixing.

2. If during the placement of concrete, a change in slump resulting in a slump loss in excess of 3 inches is noted, the remaining concrete shall be rejected.

3. The addition of water will not be permitted at the job site.

4. Only one liquid admixture shall be used to achieve the desired results, except where air entrainment is indicated, the air entrainment agent will be permitted.

5. The concrete design shall meet the following requirements:

ITEM	TEST	VALUE
Air entrainment	ASTM C 260	3 to 6 percent
High range water reducing Admixture	ASTM C 494 Type F or G	
Water cement ratio Gal/.Sack Max.		6.25
Minimum cement content in Sacks (94 lb. sack)		6.0
Coarse aggregate factor		6.5
Slump Maximum, inches		10
Flexural strength @ 7 days, psi		650
Maximum concrete temperature F		100

PART 4 - MEASUREMENT AND PAYMENT

4.01 No additional compensation will be made for the materials, equipment test or methods required by this item, but shall be considered subsidiary to various items included in the contract.

*** * * END OF SECTION * * ***

SECTION 03330

REINFORCING STEEL

PART 1 - GENERAL

1.01 This work shall consist of the furnishing and placing of reinforcing steel, deformed and smooth, of the size and quantity indicated and in accordance with these specifications.

PART 2 - PRODUCTS

2.01 BARS:

A. Bar reinforcement shall be deformed and shall conform to ASTM A 615, A 616, Grades 40, 60, or 75 and shall be open-hearth, basic oxygen or electric furnace new billet steel, unless otherwise indicated. Large diameter new billet steel (Nos. 14 and 18), Grade 75, will be permitted for straight bars only.

B. Where bending of bar sizes No. 14 or No. 18 of Grades 40 or 60 is required, bend testing shall be performed on representative specimens as described for smaller bars in the applicable ASTM specification. the required bend shall be 90 degrees at a minimum temperature of 60 F around a pin having a diameter of 10 times the nominal diameter of the bar and shall be free of cracking.

C. Spiral reinforcement shall be either smooth or deformed bars or wire of the minimum diameter indicated. Bars for spiral reinforcement shall comply with ASTM A 675, A 615, or A 617. Wire shall comply with ASTM A 82. The minimum yield strength for spiral reinforcement shall be 40,000 psi.

D. In cases where the provisions of this item are in conflict with the provisions of the ASTM Designation to which reference is made, the provisions of this item shall govern.

E. Report of chemical analysis showing the percentages of carbon, manganese, phosphorus and sulfur will be required for all reinforcing steel when it is to be welded, except for drill shafts. No tack welding will be allowed. All welding shall conform to the requirements of AWS D-1-72.

F. The nominal size and area and the theoretical weight (lbs.) of reinforcing steel bars covered by these specifications are as follows:

BAR SIZE NUMBER	NOMINAL DIAMETER INCHES	NOMINAL AREA SQUARE INCHES	WEIGHT PER LINEAR FOOT
2	0.250	0.05	0.167
3	0.375	0.11	0.376
4	0.500	0.20	0.668
5	0.625	0.31	1.043
6	0.750	0.44	1.502
7	0.875	0.60	2.044
8	1.000	0.79	2.670
9	1.128	1.00	3.400
10	1.270	1.27	4.303
11	1.410	1.56	5.313
14	1.693	2.25	7.65
18	2.257	4.00	13.60

G. Smooth bars, larger than No. 4, may be steel conforming to the above or may be furnished in any steel that meets the physical requirements of ASTM A36.

H. Smooth, around bars shall be designated by size number through No. 4. Smooth bars above No. 4 shall be designated by diameter in inches.

2.03 WELDED WIRE FABRIC:

A. Wire for fabric reinforcement shall be cold-drawn from rods hot-rolled from open-hearth, basic oxygen or electric furnace billet. Wire shall conform to the requirements of the standard Specifications for Cold-Drawn Steel Wire for concrete Reinforcement, ASTM A82 or A496. Wire fabric, when used as reinforcement, shall conform to ASTM A 185 or A 497.

B. When wire is ordered by size numbers, the following relations between size number, diameter in inches and area shall apply unless otherwise indicated.

SIZE W NUMBER	NOMINAL DIAMETER (INCH)	NOMINAL AREA SQUARE INCHES
31	0.628	0.310
30	0.618	0.300
28	0.597	0.280
26	0.75	0.260
24	0.553	0.240
22	0.529	0.220
20	0.505	0.200
18	0.479	0.180
16	0.451	1.160
14	0.391	0.140
12	0.391	0.120
10	0.357	0.100
8	0.319	0.080
7	0.299	0.070
6	0.276	0.060
5.5	0.265	0.055
5	0.252	0.050
4.5	0.239	0.045
4	0.226	0.040
3.5	0.211	0.035
3	0.195	0.030
2.5	0.178	0.025
2	0.160	0.020
1.5	0.138	0.015
1.2	0.124	0.012
1	0.113	0.010
0.5	0.080	0.005

C. When deformed wire is required, the size number shall be preceded by D and for smooth wire the prefix shall be shown.

2.04 CHAIRS AND SUPPORTS:

A. Chairs and Supports shall be steel, precast mortar or concrete blocks cast in molds meeting the approval of the ENGINEER of sufficient strength to position the reinforcement as indicated when supporting the dead load of the reinforcement, the weight of the workers placing concrete and the weight of the concrete bearing on the steel.

B. Chairs shall be plastic coated when indicated.

C. Chair types and uses shall be as follows:

Chair Types and Applicable Uses

Structural or Architectural Elements (columns, beams, walls, slabs)exposed to weather, and subject to sand blasting, water blasting or grinding.	Galvanized steel or steel chairs with plastic coated feet.
Structural or Architectural Elements exposed to weather and subject to sand blasting, water blasting or grinding.	Stainless steel chairs.
Structural or Architectural Elements not exposed to weather or corrosive condition.	Uncoated steel chairs.

Slabs and grade beams cast on grade. Steel chairs with a base with 9 inch^2 minimum area or sufficient area to prevent the chair from sinking into fill or sub-grade. Precast mortar or concrete blocks meeting the requirements of this item may be used.

2.05 BENDING:

A. The reinforcement shall be bent cold, true to the shapes indicated. Bending shall preferable be done in the shop.

B. Irregularities in bending shall be cause for rejection.

C. Unless otherwise indicated, the inside diameter of bar bends, in terms of the nominal bar diameter (d), shall be as follows:

1. Bends of 90 degrees and greater in stirrups, ties and other secondary bars that enclose another bar in the bend.

Bar Number	Grade 40	Grade 60
3, 4, 5	3d	4d
6, 7, 8	4d	5d

2. All bends in main bars and in secondary bars not covered above:

Bar Number	Grade 40		Grade 60	Grade 75	
3 thru 8	6d		6d	--	
9, 10	8d		8d	--	
11	8d		8d	8d	
14, 18	10d	10d	--		

2.06 STORAGE:

A. Steel reinforcement shall be stored above the surface of the ground upon platforms, skids or other supports and shall be protected as far as practicable from mechanical injury and surface deterioration caused by exposure to conditions producing rust.

B. When placed in the work, reinforcement shall be free from dirt, paint, grease, oil or other foreign materials. Reinforcement shall be free from injurious defects such as cracks and laminations.

C. Rust, surface seams, surface irregularities or mill scale will not be cause for rejection, provided the minimum dimensions, cross sectional area and tensile properties of a hand wire brushed specimen meets the physical requirements for the size and grade of steel indicated.

2.07 SPLICES:

A. No splicing of bars, except when indicated or specified herein, will be permitted without written approval of the ENGINEER.

B. No substitution of bars will be allowed without the approval of the ENGINEER. Any splicing of substituted bars shall conform to Table 03330-1.

C. Splices not indicated will be permitted in slabs no more than 15 inches in thickness, columns, walls and parapets, but not included for measurement, subject to the following:

1. Splices will not be permitted in bars 30 feet or less in plan length.
2. For bars exceeding 30 feet in plan length, the distance center to center of splices shall not be less than 30 feet minus 1 splice length, with no more than 1 individual bar length less than 10 feet.

3. Splices not indicated, but permitted hereby, shall conform to Table 03330-1. The specified concrete cover shall be maintained at such splices and the bars placed in contact and securely tied together.

TABLE 03330-1

Minimum Lap Requirements

Bar Number	Grade 40	Grade 60
3	1 foot 0 inches	1 foot 0 inches
4	1 foot 2 inches	1 foot 9 inches
5	1 foot 5 inches	2 feet 2 inches
6	1 foot 9 inches	2 feet 7 inches
7	2 feet 4 inches	3 feet 5 inches
No. 8	3 feet 0 inches	4 feet 6 inches
No. 9	3 feet 10 inches	5 feet 8 inches
No. 10	4 feet 10 inches	7 feet 3 inches
No. 11	5 feet 11 inches	8 feet 11 inches

D. Spiral steel shall be lapped a minimum of 1 turn. Bar No. 14 and No. 18 may not be lapped.

E. Welding of reinforcing bars may be used only where indicated or as permitted herein. All welding operations, processes, equipment, materials, workmanship and inspection shall conform to the requirements indicated. All splices shall be of such dimension and character as to develop the full strength of the bar being spliced.

F. End preparation for butt welding reinforcing bars shall be done in the field, except Bar No. 6 and larger shall be done in the shop. Delivered bars shall be of sufficient length to permit this practice.

G. For box culvert extensions with less than 1 foot of fill, the existing longitudinal bars shall have a lap with the new bars as shown in Table 03330-1.

H. For box extensions with more than 1 foot of fill, a minimum lap of 6 inches will be required.

I. Unless otherwise indicated, dowel bars transferring tensile stress shall have a minimum embedment equal to the minimum lap requirements shown in Table 03330-1.

J. Shear transfer dowels shall have a minimum embedment of 12 inches.

PART 3 - EXECUTION

3.01 PLACING:

A. Reinforcement shall be placed as near as possible in the position indicated. Unless otherwise indicated, dimensions shown for reinforcement are to the centers of the bars.

B. In the plane of the steel parallel to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/12 of the spacing between bars. In the plane of the steel perpendicular to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/4 inch.

C. Cover of concrete to the nearest surface of steel shall be as follows:

ITEM	MINIMUM COVER INCHES
1. Concrete cast against and permanently exposed to earth.	3
2. Concrete exposed to earth or weather:	
Bar No. 6 through 18 bars	2
Bar No. 5, W31 or D31 wire and smaller	1 1/2
3. Concrete not exposed to weather or in contact with ground:	
Slabs, walls, joists:	
Bar No. 14 and 18	1 1/2
Bar No. 11 and smaller	1
Beams, columns:	
Primary reinforcement, ties, stirrups, spirals	1 1/2
Shells, folded plate members:	
Bar No. 6 and larger	1
Bar No. 5, W31 or D31 wire, and smaller	1

D. Vertical stirrups shall always pass around the main tension members and be attached securely thereto. The reinforcing steel shall be spaced its required distance from the form surface by means of approved galvanized metal spacers, metal spacers with plastic coated tips, stainless steel spacers, plastic spacers or approved precast mortar or concrete blocks. For approval of plastic spacers on a project, representative samples of the plastic shall show no visible indications of deterioration after immersion in a 5 percent solution of sodium hydroxide for 120 hours.

E. All reinforcing steel shall be tied at all intersections, except that where spacing is less than 1 foot in each direction, alternate intersections only need be tied. For reinforcing steel cages for other structural members, the steel shall be tied at enough intersections to provide a rigid cage of steel. Mats of wire fabric shall overlap each other 1 full space as a minimum to maintain a uniform strength and shall be tied at the ends and edges.

F. Where prefabricated deformed wire mats are specified or if the CONTRACTOR requests, welded wire fabric may be substituted for a comparable area of steel reinforcing bar plan, subject to the approval of the ENGINEER.

G. A suitable tie wire shall be provided in each block, to be used for anchoring to the steel. Except in unusual cases and when specifically authorized by the ENGINEER, the size of the surface to be placed adjacent to the forms shall not exceed $2^{1/2}$ inches square or the equivalent thereof in cases where circular or rectangular areas are provided. Blocks shall be cast accurately the thickness required and the surface to be placed adjacent to the forms shall be a true plane, free of surface imperfections.

H. Reinforcement shall be supported and tied in such a manner that sufficiently rigid cage of steel is provided. If the cage is not adequately supported to resist settlement or floating upward of the steel overturning of truss bars or movement in any direction during concrete placement, permission to continue concrete placement will be withheld until corrective measures are taken. Sufficient measurements shall be made during concrete placement to insure compliance with the above.

I. No concrete shall be deposited until the ENGINEER has reviewed the placement of the reinforcing steel and all mortar, mud, dirt, etc, shall be cleaned from the reinforcement, forms, workers' boots and tools.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. The measurement of quantities of reinforcement furnished and placed will be based on the calculated weight of the steel actually placed as indicated, with no allowance made for added bar lengths for splices requested by the CONTRACTOR nor for extra steel used when bars larger than those indicated or with a higher grade of steel are substituted with the permission of the ENGINEER.

B. Tie wires and supporting devices will not be included in the calculated weights.

C. The calculated weight of bar reinforcement will be determined using the theoretical bar weight set forth in this item.

D. Measurement required by a change in design will be computed as described above for the actual steel required to complete the work.

4.02 PAYMENT:

A. The accepted quantities of reinforcing steel will be paid for at the contract unit bid price per pound complete in place.

B. When not listed as a separate contract pay item, reinforcing steel shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work, will be for furnishing, bending, fabricating, welding and placing reinforcement, for all clips, blocks, metal spacers, ties, chairs, wire or other materials used for fastening reinforcement in place and for all tools, labor, equipment and incidentals necessary to complete the work.

*** * * END OF SECTION * * ***

SECTION 03336

DRIVEWAY REPAIRS

1.1. Description:

This item shall govern for driveways, with or without reinforcing steel, composed of portland cement concrete constructed on approved subgrade, foundation material or finished surface in accordance with the lines and grades established by the engineer and in conformance with details shown on the plans.

1.2. Materials:

Concrete shall be class "a" concrete meeting the requirement of the item "concrete for structures" or concrete as specified in the items of "concrete pavement" in TxDot 1982 specification.

Reinforcing steel, if required shall conform to the requirements of the item "reinforcing steel".

1.3. Construction Methods:

The subgrade foundation, or pavement surface shall be shaped to lines, grades, and cross sections, hand tamped and sprinkled. If dry, the subgrade or foundation material shall be sprinkled lightly immediately before concrete is deposited thereon.

Outside forms shall be of wood or metal, of a section satisfactory to the engineer, straight, free of warp and of a depth equal to the depth required. They shall be securely staked to line and grade, and maintained in a true position during the depositing of concrete.

The reinforcing steel, if required, shall be placed in position as required by the plans. Care shall be exercised to keep all steel in its proper location.

After the concrete has been struck off and after it has become sufficiently set, the exposed surfaces shall be thoroughly worked with a wooden float.

Where driveway abut a curb or retaining wall, approved expansion material shall be placed along their entire length. Similar expansion material shall be placed around all obstruction protruding through driveways.

*** * * END OF SECTION * * ***

SECTION 09100

CONSTRUCTION TRAFFIC CONTROL

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

A. This item shall consist of the construction, manipulation, maintenance and removal, if required, of detours of the length and to the lines, grades, and typical sections indicated and providing for installing, moving, replacing, maintaining, cleaning and removing upon completion of the work, as required, all detour markers, signs, barricades and other devices used in traffic control and handling at the construction site as indicated or as directed by the ENGINEER.

B. This item shall also consist of providing, installing, moving, replacing, maintaining, cleaning and removing temporary or permanent street closure barricades, signs or other devices required to handle the traffic in conformance with the current edition of the Texas Manual of Uniform Traffic Control Devices for Street and Highways and as indicated or directed by the ENGINEER.

PART 2 - PRODUCTS

2.01 CONSTRUCTION TRAFFIC CONTROL SIGNS:

A. Construction traffic control signs shall conform to the provisions of Section 9000 except as noted in the plans or as directed by the ENGINEER.

B. Construction traffic control signs used herein shall be fabricated using sheeting conforming to the requirements of Table 9000-3.

C. The substrate for construction signs need only be sufficiently durable to last the life of the project and sufficiently rigid to hold the sheeting in a flat plane.

2.02 SIGN SUPPORTS:

A. Supports for construction traffic control signs shall be grade #2 fir or yellow pine, pressure treated with pentachlorophenol.

B. Supports shall have a minimum nominal size of 4-inches x 4-inches and conform to the details shown on the plans.

2.03 PORTABLE SIGN SUPPORT:

A. Materials for portable sign supports shall comply with the details shown on the plans. Portable sign supports other than those shown on the plans shall be submitted to the Project Manager for approval prior to use.

2.04 BARRICADES:

A. Barricades shall be classified as Type I, Type II, or Type III and shall comply with the details shown on the plans and the TMUTCD.

B. Barricade rails shall be fabricated using S4S grade #2 fir or yellow pine and reflectorized sheeting conforming to the requirements shown in Table 9000-3.

2.05 VERTICAL PANELS:

A. Materials for vertical panels shall conform to the details shown on the plans. Vertical panels shall be reflectorized with orange and white reflective sheeting or tape in accordance with the requirements of the TMUTCD and Table 9000-3.

2.06 CONSTRUCTION TRAFFIC MARKINGS:

A. Construction traffic markings shall comply with Section 9990 and the details shown in the plans.

2.07 ABBREVIATED PAVEMENT MARKINGS FOR CONSTRUCTION:

A. The pavement-marking material shall consist of an adhesive-backed reflective tape which can be applied to the pavement. Markings shall be of goof appearance, have straight, unbroken edges and have a color that complies with all federal regulations.

1. COLOR

a) The markings, as well as retroreflected light from the markings, shall be white or yellow as indicated.

2. VISIBILITY

a) The pavement markings (during daylight hours) shall be distinctively visible for a minimum of 300 feet unless sight distance is restricted by geometric roadway features.

b) The pavement markings (when illuminated by automobile low beam headlights at night) shall be distinctly visible for a minimum of 160 feet unless sight distance is restricted by geometric features.

c) The above day and night visibility requirements shall be met when viewed from an automobile traveling on the roadway.

2.08 CHANNELIZATION DEVICES:

A. BARRELS

1. Barrels shall be of metal or nonmetal composition approved by the ENGINEER and of 30 to 55 gallon capacity. Only one size may be used on the project. The barrels shall be reflectorized with orange and white reflective sheeting or tape in accordance with the requirements of TMUTCD and Table 9000-3. The markings on the barrels shall be horizontal, circumferential, orange wide. There shall be a minimum of 55 alternating orange and white stripes on each barrel. Barrels shall also conform to the details shown on the plans.
2. Type "B" barrels shall be equipped with either Type "A" low intensity or Type "C" steady- burn warning lights complying with the provisions to TMUTCD and the ITE standard for flashing and steady-burn lights. The use warning lights shall be as directed by the ENGINEER.

B. TRAFFIC CONES

1. Traffic cones shall conform to the details shown on the plans.

C. TUBULAR TRAFFIC MARKERS

1. POST

a) The post shall be of a thermoplastic or pliable elastomer composition meeting the manufacturer's requirements.
b) Dimensions:

Outside Diameter ..... 2.23 inches to 4 inches
Wall Thickness ..... 0.125 inch minimum
Length ..... 18 to 36 inches
Color ..... Orange

2. BASE

a) The base shall be of a thermoplastic or pliable elastomer composition meeting the manufacturer's requirements.
b) Dimensions:

Height ..... 1/2 to 2 inches
Outside Diameter ..... 7 to 12 inches
Color ..... black or same color as post

3. ASSEMBLY UNITS

a) Assembly units which are inherent with the particular marker shall be as per manufacturer's recommendations.

4. ADHESIVES

a) Adhesive shall be epoxy type (permanent installation or butyl type (temporary installation) as per manufacturer's recommendations.

b) Other methods approved by the ENGINEER prior to initiating the work may be used; however, said approval does not abrogate the CONTRACTOR'S responsibility of effecting the temporary or permanent installation.

5. REFLECTORIZATION

a) If used at night, tubular traffic markers shall have two 3-inch, circumferential reflective bands, no more than 2-inches from the top with no more than 6-inches separating the bands. Reflective material shall be SIA-250 or higher sheeting conforming to the provisions of Section 9000. The color of reflective material shall be as shown in the plans.

2.09 SEQUENTIAL ARROW DISPLAYS

A. Sequential arrow displays shall be sequentially lighted and roof or trailer mounted. The minimum panel size shall be 30-inches high an 54-inches wide. The display shall have 22 hooded sealed beam amber lamps rated at a maximum intensity of 8800 candlepower.

B. Light intensity shall be adjustable by dimmer switch. The operating modes shall be as follows:

1. Pass Left. 3 chevrons of 5 lamps each sequence in right to left pattern 40 to 50 times per minute.
2. Pass Right. 3 chevrons of 5 lamps each sequence in left to right pattern 40 to 50 times per minute.
3. Pass Either Side. The two outermost chevrons on each end of the panel pointing like arrowheads and flashing 40 to 50 times per minute with crossing row of lamps burning continuously.
4. Warning. 4 lamps, one at each corner of the panel, flashing 40 to 50 times per minute.

2.10 MATERIALS FOR CONSTRUCTION DETOURS

A. FLEXIBLE BASE

1. Flexible base shall conform to Section 2601.

B. ASPHALT TREATED BASE

1. Asphalt treated base shall conform to Section 2604.

C. PRIME COAT

1. Prime Coat shall conform to Section 2610.

D. TACK COAT

1. Tack Coat shall conform to Section 2620.

E. SEAL COAT

1. Seal Coat shall conform to Section 2617 or Section 2645.

F. HOT MIX ASPHALTIC CONCRETE PAVEMENT

1. Hot Mix shall be Type D conforming to Section 2612.

G. SEEDING

1. Seeding shall conform to Section 0000.

PART 3 - EXECUTION

3.01 CONSTRUCTION TRAFFIC CONTROL SIGNS AND SIGN SUPPORTS:

A. Construction traffic control signs and sign supports shall be installed at locations noted on the plans in conformance with the TMUTCD or as directed by the ENGINEER.

3.02 PORTABLE SIGN SUPPORTS:

A. Portable sign supports for traffic control devices for detours shall be furnished by the CONTRACTOR, shall be installed at the locations shown on the plans, unless otherwise shown on the plans, and shall remain the property of the CONTRACTOR.

B. Unless otherwise specified, portable sign supports shall be of the dimensions shown on the plans.

3.03 BARRICADES:

A. Barricades shall be installed in conformity with the details noted on the plans or as directed by the ENGINEER.

3.04 VERTICAL PANELS:

A. Vertical panels shall be installed in conformity with the details noted on the plans or as directed by the ENGINEER.

3.05 CONSTRUCTION TRAFFIC MARKINGS:

A. Construction traffic markings shall be installed in conformity with Section 9990 and the details shown on the plans or as directed by the ENGINEER.

3.06 ABBREVIATED PAVEMENT MARKING FOR CONSTRUCTION:

A. Abbreviated markings meeting all specification requirements shall be in place on all roadways on which traffic is allowed and where suitable standard pavement marking is not in place. The transverse location of the line(s) formed by the markings shall be as determined by the ENGINEER.

B. Unless otherwise indicated, the abbreviated markings shall be placed as follows:

Condition	Spacing	Length of Stripe
Straight	40 feet approximately	48 inch
Curve greater than 2 degrees	20 feet maximum	48 inch
Curve less than or equal 2 degrees	40 feet maximum	48 inch

C. Pavement markings shall be a minimum of 3 7/8 inches wide. Length and spacing will be in accordance with these specifications.

D. The spacing of stripes may be modified by the ENGINEER. However, the maximum spacing specified above shall not be exceeded in any case.

E. The CONTRACTOR will be responsible for maintaining the abbreviated pavement markings until standard pavement markings are in place.

F. Abbreviated pavement markings shall be removed after all permanent markings have been place.

3.07 CHANNELIZATION DEVICES:

A. TYPE "A" BARRELS

1. Type "A" barrels shall be used during daylight hours only and shall not be equipped with warning lights of any type.

B. TYPE "B" BARRELS

1. Type "B" barrels shall be equipped with warning lights. Type "B" barrels shall be used during nighttime hours only, unless otherwise shown on the plans or directed by the Project Manager.
2. The term "daylight hours" refers to those hours between dawn and dusk. The term "nighttime hours" refers to those hours between dusk and dawn.

C. TRAFFIC CONES

1. Traffic cones shall be installed in conformity with the plans and the TMUTCD or as directed by the ENGINEER.

D. TUBULAR TRAFFIC MARKERS

1. The metal, concrete, or bituminous surface where the tubular traffic markers are to be placed shall be thoroughly cleaned.
2. Metal and concrete surfaces shall be sandblasted or wire brushed. Bituminous surfaces shall be cleaned in accordance with manufacturer's recommendations.
3. All loose sand, dust and other deleterious debris from cleaned mounting surfaces shall be removed.
4. Tubular traffic markers shall be installed in conformity with details and at locations shown on the plans or as directed by the ENGINEER and in accordance with the manufacturer's recommendation.
5. In the event that removal of an installation (temporary or permanent) is effected and the metal, concrete, or bituminous surface is damaged the CONTRACTOR shall repair and otherwise restore said surface to its original condition at no additional cost to the County.
6. All defective post(s), base(s), assembly unit(s), adhesive(s), or reflective sheeting contributing to the detriment of the intended function of the tubular traffic markers shall be replaced by the CONTRACTOR at no additional cost to the COUNTY.

E. Channelization devices shall be and installed in accordance with the details shown on the plans, except that barrels shall be as noted herein.

3.08 SEQUENTIAL ARROW DISPLAY:

A. Sequential arrow displays shall be used according to the requirements shown on the plans and shown in TMUTCD.

3.09 CONSTRUCTION DETOURS:

A. The detours shall be constructed at the locations and to the lines and grades indicated and it shall be the entire responsibility of the CONTRACTOR to provide for the passage of traffic in comfort and safety without creating a dust problem.

3.10 CONSTRUCTION METHODS:

A. Prior to commencing construction, suitable "Construction Traffic Control" devices shall be installed to protect the workers and the public.

B. The CONTRACTOR shall be responsible for installing all markers, signs and barricades conforming to The Texas Manual on Uniform Traffic Control Devices and/or as indicated. If, in the opinion of the ENGINEER, additional markers, signs or barricades are needed in the interest of safety, the CONTRACTOR will install such as are required or as directed by the ENGINEER.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Measurement of various items described in this specification complete in place will be made as follows:

1. Construction traffic control sign assemblies, consisting of the applicable signage mounted on either sign supports or portable sign supports, shall be measured per each or lump sum.
2. Barricades shall be measured by the type per each.
3. Vertical panels shall be measured per each. Supports required for vertical panels will not be measured for payment but will be considered incidental to the completion of the work.
4. Construction traffic markings shall be measured per linear foot.
5. Abbreviated pavement markings for construction shall be measured per linear foot.
6. Channelization devices shall be measured per each for the category and type shown.
7. Sequential arrow display shall be measured per each.
8. Construction detours shall be measured per each or considered incidental to completion of construction.
9. Construction traffic control plan, consisting of any or all of the items described herein, shall be measured lump sum or incidental to completion of construction.

4.02 PAYMENT:

A. The accepted quantities of construction traffic control devices shall be paid at the contract unit bid price per the unit of measurement noted above.

B. Compensation will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

*** * * END OF SECTION * * ***

SECTION ITEM 400

EXCAVATION AND BACKFILL FOR STRUCTURES

400.1. Description. This Item shall govern for the excavation, bedding, backfill and/or portland cement stabilized backfill required for the construction of all structures, except drilled shafts. This Item shall also govern for any necessary sloping, pumping or bailing, for drainage, and for all sheeting and bracing of excavation walls up to five (5) feet in depth. Excavation greater than five (5) feet in depth shall be protected as specified in Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring." Unless otherwise provided, the work included herein shall provide for the removal of old structures or portions thereof (abutments, wingwalls, piers, house foundations, old sewers, sewer appurtenances, etc.), trees and all other obstructions to the proposed construction, the blocking of the ends of abandoned sewers cut and left in place, and the protection of existing utilities. Also governed by this Item are the cutting and restoration of pavement and base courses, the construction and removal of any required cofferdams, the hauling and disposition of surplus materials and the bridging of trenches and other provisions for maintenance of traffic or access.

400.2. Excavation.

(1) General. Excavation shall conform to the lines and grades shown on the plans or as directed by the Engineer.

When trench and/or negative projecting conditions for concrete pipe culverts are required by design, an excavation diagram will be shown on the plans. These limits of excavation shall not be exceeded.

(a) Disposal of Excavation. All materials from excavation operations not required for backfilling and that are considered satisfactory, may be placed in embankment in accordance with Item 132, "Embankment." All excess material or material not satisfactory for use in embankment will become the property of the Contractor. All surplus material shall be removed from the work site promptly following the completion of the portion of the structure involved and disposed of in a manner satisfactory to the Engineer.

Whenever excavation is made for installing structures across private property or beyond the limits of the embankment, the top soil removed in the excavation shall be kept separate and replaced, as nearly as feasible, in its original position, and the entire area involved in the construction operations shall be restored to a condition acceptable to the Engineer.

(b) Excavation in Streets. Where structures are installed in streets, highways or other paved areas, the work shall include the cutting of pavement and base to neat lines and the restoration of pavement structure after structural excavation and backfill are completed. The type and thickness of replacement materials shall be as shown on the plans. Any work done or any damage to base and/or pavement incurred outside the limits shown on the plans or authorized by the Engineer, will not be measured for payment, but shall be restored at the Contractor's expense. Maintenance and control of traffic shall be in accordance with the approved traffic control plan and Manual on Uniform Traffic Control Devices.

(c) Protection of Utilities. The Contractor shall conduct his work with a minimum disturbance of existing utilities and it shall be his responsibility to coordinate all work in or

near the utilities with the utility owners. The Contractor shall inform utility owners sufficiently in advance of his operations to enable them to identify and locate, reroute, provide temporary detours, or to make other adjustments to utility lines in order that work may proceed with a minimum of delay. The Contractor shall cooperate with all utility owners concerned for any utility adjustments necessary.

Particular care shall be exercised to avoid the cutting or damaging of underground utility lines that are to remain in place. Such lines, if damaged shall be restored promptly and shall be handled in accordance with Article 7.11. When active sanitary sewer lines are cut during excavation operations, temporary flumes shall be provided across the excavation, while open, and the lines shall be restored when the backfilling has progressed to the original bedding lines of the cut sewer.

(d) Removing Old Or Abandoned Structures. When old or abandoned structures or foundations are encountered in the excavation, such obstructions shall be removed for the full width of the excavation and to a depth of one (1) foot below the bottom of the excavation. When old inlets or manholes are encountered and no plan provision is made for adjustment or connection to the new structures, such manholes and inlets shall be removed completely to a depth one (1) foot below the bottom of the excavation. In each instance, the bottom of the excavation shall be restored to grade by backfilling and compacting by the methods provided hereinafter for backfill. Where the excavation cuts through abandoned sewers, these sewers shall be removed as required to clear the new structure and plugged in a manner approved by the Engineer.

(e) Dewatering Of Excavation Area. Structures shall not be constructed or laid in the presence of water unless approved by the Engineer. Setting of precast members, placement of concrete, or pipe placing operations shall be performed on a dry firm bed. This shall be accomplished by removal of water from the surface of the bed by bailing, pumping, wellpoint installation, deep wells, french drains, or any other method approved by the Engineer.

For foundations placed in the presence of water, when approved by the Engineer, pumping or bailing from the interior of any foundation enclosure shall be done in a manner which precludes the possibility of movement of water through or alongside any concrete being placed. No pumping or bailing will be permitted during the placing of structural concrete, or for a period of at least 36 hours thereafter, unless from a suitable sump separated from the concrete work. Pumping or bailing during placement of seal concrete shall be only to the extent necessary to maintain a static head of water within the cofferdam. Pumping or bailing to dewater a sealed cofferdam shall not be started until the seal has aged at least 36 hours.

In the event that the excavation cannot be dewatered to the point where the subgrade is free of mud, or it is difficult to keep the reinforcing steel clean in cast-in-place structures, a special material shall be used in the bottom of the excavation. Such special material shall be a minimum depth of three (3) inches and shall consist of a lean concrete mixture (not less than three (3) sacks of cement per cubic yard), or other material approved by the Engineer.

(f) Bridge Foundations and Retaining Walls. To determine the adequacy of a proposed foundation, the Engineer may require the Contractor to make soundings or take cores to determine the character of the subgrade materials. The maximum depth of soundings or cores will not exceed five (5) feet below the proposed footing grade.

Care shall be taken not to disturb the material below the bottom of footing grade. Backfilling in a foundation to compensate for excavation which has extended below grade will not be permitted. Such areas below grade shall be filled with concrete at the time the footing is

placed. The additional concrete involved shall be at the Contractor's expense.

Unless otherwise required herein or on the plans, rock or other hard foundation material shall be free from all loose material, clean, and cut to a firm surface which may be level, stepped, or serrated, as directed by the Engineer. All seams shall be cleaned out and filled with concrete at the time the footing is placed.

When the material encountered at footing grade of a retaining wall, bridge bent or pier is found to be partially of rock or incompressible material and partially of a compressible material, the foundation shall not be placed until the Engineer has inspected the footing and authorized necessary changes to provide a uniform bearing condition.

(g) Culverts. For all single and multiple box culverts, pipe culverts, pipe arch culverts, long span structural plate structures, box sewers, and pipe sewers where the soil encountered at established footing grade is an unstable or incompressible material, the following procedure shall be used unless other methods are called for on the plans:

Unstable material shall be removed to a depth not to exceed two (2) feet below the footing of the structure unless additional depth is authorized by the Engineer. All soil removed shall be replaced with stable material in uniform layers not to exceed eight (8) inches in depth (loose measurement). Each layer shall have sufficient moisture to be compacted by rolling or tamping as required to provide a stable foundation for the structure.

When it is not feasible to construct a stable footing as outlined above, the Contractor shall use special materials, such as flexible base, cement stabilized base, cement stabilized backfill or other material, as directed by the Engineer. This work will be paid for as provided in Article 400.8. Special material used, or additional excavation made, for the Contractor's convenience to expedite the work, will be at the Contractor's expense.

When the material encountered at the footing grade of a structure is found to be rock, partially rock or other incompressible material, the incompressible material shall be removed to a depth of six (6) inches below the footing grade and backfilled with a compressible material approved by the Engineer and compacted in accordance with Article 400.5.

(h) Trench. Unless otherwise shown on the plans, all sewer pipe structures shall be constructed in an open cut with vertical sides to a point one (1) foot above the pipe. When site conditions or the plans do not prohibit the sloping of the cut, the excavation one (1) foot above the pipe may be stepped and/or the sides laid back to a stable slope. Required vertical sides shall be sheeted and braced when necessary to maintain the required vertical excavation throughout the construction period.

For all pipe sewers to be constructed in fill above natural ground, the embankment shall first be constructed to an elevation not less than one (1) foot above the top of the pipe, after which excavation for the pipe shall be made as noted above.

Unstable or incompressible material shall be removed in accordance with Subarticle 400.2.(3). For unstable trench conditions requiring outside forms, seals, sheeting and bracing, or where ground water is encountered, any additional excavation and backfill required shall be done at the Contractor's expense for trenches up to five (5) feet in depth.

400.3. Cofferdams. The term cofferdam designates any temporary or removable structure constructed to hold the surrounding earth, water, or both out of the excavation, whether the structure is formed of soil, timber, steel, concrete, or a combination of these. The "cofferdam" shall

also include the use of pumping wells or well points used for the same purpose. The cost of cofferdams shall be included in the price bid for excavation except where temporary special shoring is shown on the plans to provide excavation protection.

400.4

For sheet pile or other types of cofferdams which require internal bracing, the Contractor shall submit details and design calculations bearing the seal of a Registered Professional Engineer for review. The maximum stresses shall not exceed 125 percent of the working allowable stresses used by the Department for the design of structures. The interior dimensions of cofferdams shall provide sufficient clearance for the construction, inspection (inside and outside), and removal of any required forms and to permit pumping outside the forms. In general, sheet pile cofferdams shall extend well below the bottom of the footings and any concrete seal and shall be well braced and as watertight as practicable.

Concrete for foundation seals, unless otherwise specified shall be Class E concrete in accordance with Item 421, "Portland Cement Concrete." The concrete seal shall be placed in accordance with Item 420, "Concrete Structures." Seal concrete when authorized by the Engineer will be paid for as provided in the various bid items. If no direct method of payment is provided in the contract for seal concrete, the work will be measured and paid for in accordance with Article 4.3. Seal placed for the convenience of the Contractor will be at the Contractor's expense.

When the Engineer judges it to be impractical to dewater a cofferdam and a concrete seal is to be placed around piling driven therein, the excavation shall be deep enough to allow for swell of the material during pile driving operations. After driving the piling, all swelling material shall be removed to the bottom of the seal grade. Where it is possible to dewater the cofferdam without placing a seal, the foundation material shall be removed to exact footing grades after piling are driven. Backfilling a foundation to compensate for excavation which has been extended below grade will not be permitted. Such areas below grade shall be filled with concrete at the time the seals or footings are placed. The additional concrete quantities necessary to compensate for excavation below grade shall be at the Contractor's expense.

Unless otherwise provided, cofferdams shall be removed by the Contractor after the completion of the substructure without disturbing or damaging the structure.

400.4. Shaping and Bedding. For precast pipe and box sections, the excavation shall be undercut a minimum depth sufficient to accommodate the class of bedding indicated on the plans and conforming to the bedding requirements of this Item. Where cement stabilized backfill is indicated on the plans, the excavation shall be undercut a minimum of four (4) inches and backfilled with stabilized material to support the pipe at the required grade.

Three classes of bedding for trench or embankment conditions are shown in Figures 1, 2, and 3. Bedding shall be in accordance with Class C bedding unless otherwise shown on the plans. The Engineer may require the use of a template to secure reasonably accurate shaping of the foundation material.

400.5. Backfill.

(1) General. As soon as practical, all portions of the excavation not occupied by the permanent structure shall be backfilled. Backfill material may be obtained from excavation or from other sources. Backfill material shall be free from stones of such size as to interfere with compaction; free from large lumps which will not break down readily under compaction; and free from frozen lumps, wood, or other extraneous material.

Backfill which will not support any portion of the completed roadbed or embankment shall be placed in layers not more than 10 inches in depth (loose measurement). Backfill which will support any portion of the roadbed or embankment shall be placed in uniform layers not to exceed eight (8) inches in depth (loose measurement). Each layer of backfill shall be compacted to a density comparable with the adjacent undisturbed soil or as shown on the plans.

Each layer of backfill material, if dry, shall be wetted uniformly to the moisture content required to obtain a density comparable with the adjacent undisturbed soil or as shown on the plans and shall be compacted to that density by means of mechanical tamps or rammers. The use of rolling equipment of the type generally used in compacting embankments will be permitted on portions which are accessible to such equipment.

When tamping equipment is furnished which, when proven to the satisfaction of the Engineer, will adequately compact the backfill material to the density required, the eight (8) inch and 10 inch lifts (loose measurement) specified above may be increased to lifts not to exceed 12 inches.

Cohesion less materials, such as sand, may be used for general backfilling purposes. Compaction of cohesion less materials shall be done with vibratory equipment, water ponding or a combination thereof.

(2) Bridge Foundations, Retaining Walls, And Culverts. No backfill shall be placed against any structure until the concrete has reached the minimum flexural strength required in Item 421, "Portland Cement Concrete."

The material used for backfilling shall be free of any appreciable amount of gravel or stone particles more than four (4) inches in greatest dimension and shall be of a gradation that permits thorough compaction. The use of rock or gravel mixed with soil will be permitted, provided the percentage of fines is sufficient to fill all voids and insure a uniform and thoroughly compacted mass of proper density.

When the excavation has been made through a hard material resistant to erosion, the Engineer may require the backfill around piers and in front of abutments and wings to be of stone or lean concrete. Unless otherwise provided, such backfill will be measured and paid for as extra work in accordance with Article 4.3.

Embankment which is too close to a structure to permit compaction by the use of the blading and rolling equipment used on adjoining sections of embankment, shall be placed and compacted in accordance with Subarticle 400.5(1). Mechanical tamps or rammers shall be required when the structure being backfilled could sustain damage from other compacting operations.

Care shall be taken to prevent any wedging action of backfill against the structure, and the slopes bounding the excavation shall be stepped or serrated to prevent such action. Backfill placed around piers shall be deposited uniformly.

(3) Pipe. After the bedding and pipes have been installed as required, the selected backfill materials shall be brought to proper moisture condition, placed along both sides of the pipe equally, in uniform layers not exceeding eight (8) inches in depth (loose measurement), and each lift thoroughly compacted mechanically. Special care shall be taken to secure thorough compaction of the materials placed under the haunches of the pipe and to prevent damage

or displacement of the pipe. Filling and/or backfilling shall be continued in this manner to the elevation of the top of the pipe. Backfill above the top of the pipe shall be placed and compacted in accordance with Sub-article 400.5(1). During construction, protection of the pipe shall be in accordance with the pertinent pipe item. Pipe damaged by the Contractor during construction shall be replaced at the Contractor's expense or repaired to the satisfaction of the Engineer.

The Engineer may reject any material containing more than 20 percent by weight of material retained on a three (3) inch sieve, or material excavated in such a manner as to produce large lumps not easily broken down or which cannot be spread in loose layers. In general, material excavated by means of a trenching machine will meet the requirements above, provided large stones are not present.

Where sewers extend beyond the toe of slope of the embankment and the depth of cover provided by backfill to the original ground level is less than the minimum required by the specifications for the type of pipe involved, additional material shall be placed and compacted, as herein specified for backfill outside the limits of the roadbed, until this minimum cover has been provided.

400.6. Cement Stabilized Backfill. When shown on the plans, the excavation shall be backfilled to the elevations shown with cement stabilized backfill. Unless otherwise shown on the plans, cement stabilized backfill shall contain aggregate, water and a minimum of seven (7) percent portland cement based on the dry weight of the aggregate, in accordance with Test Method Tex-120-E. Aggregate shall be as shown on the plans or as approved by the Engineer.

Cement stabilized backfill below the top of sewers, manholes, inlets, or other structures shall be placed equally along all sides of the structure so as to prevent strain on or displacement of the structure. Cement stabilized backfill shall be placed in a manner that will completely fill all voids in the trench. Should compaction be required to fill all voids, hand operated tampers may be used.

400.7. Measurement. Excavation and backfill will be measured by the cubic yard. Cutting and restoring of pavement will be measured by the square yard.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

Unless otherwise shown on the plans, structural excavation for pipe headwalls, inlets, manholes, culvert widening (extensions) 15 feet or less in length, bridge abutments, retaining walls and side road and private entrance pipe culverts will not be measured but shall be considered subsidiary to the various bid items.

For culvert widening (extensive) greater than 15 feet, quantities for structural excavation will be shown on the plans.

Structural excavation will be measured by the cubic yard computed by the method of average end areas using the following limits to establish templates for measurement:

(1) For all excavation requiring measurement, except that required for the barrels of pipe culverts; for structural plate structures no material outside of vertical planes one (1) foot

beyond the edges of the footings and parallel thereto will be included, unless otherwise shown on the plans. When the plans provide the Contractor the option of cast-in-place or precast boxes, measurement will be based on the cast-in-place option.

(2) For pipes 42 inches or less in nominal or equivalent diameter, no material outside of vertical planes one (1) foot beyond the horizontal projection of the outside surfaces of the pipe and parallel thereto will be included. For pipes more than 42 inches in nominal or equivalent diameter, no material outside of vertical planes located two (2) feet beyond the horizontal projection of the outside surfaces of the pipe and parallel thereto will be included. Excavation for pipes shall be measured between the extreme ends of the completed structure, including any end appurtenances, as shown on the plans and from centerline to centerline of inlets, manholes, etc., therein. When excavation for appurtenances is measured for payment, the limits of excavation for the pipes shall not overlap those of the appurtenances.

(3) For structural plate structures no material outside of vertical planes three (3) feet beyond the horizontal projection of the outside surfaces of the structure(s) and parallel thereto will be included. When the quality of the existing soil or embankment is less than that of the proposed backfill material, the excavation shall be extended for measurement to vertical planes located at one-half of the span beyond the horizontal projection of the outside surfaces of the structure(s) and parallel thereto.

(4) If a cofferdam is used, the limitations of Subarticle 400.7.(1) shall apply just as if no cofferdam were used. Excavation quantities for foundations shown on the plans and in the proposal where cofferdams are required shall be considered as final quantities and no further measurement will be made.

(5) Where excavation, in addition to that allowed for the footings, is required for other portions of the structure, such as for the cap, cross strut, or tie beam of a pier or bent or for the superstructure, measurement for such additional excavation will be limited laterally by vertical planes one (1) foot beyond the face of the member and parallel thereto and vertically to a depth of one (1) foot below the bottom of such member.

(6) No measurement will be made of any excavation necessary for placing forms or falsework except as allowed by the above conditions.

(7) At all structure sites except at culverts and trench excavations, the measurement of structural excavation will include only material below or outside the limits of the completed road or channel excavation.

Trench excavation in fill above natural ground, as specified in Subarticle 400.2.(4), will be measured for payment. Quantities will include that area as specified in Subarticle 400.7.(2) plus one (1) foot above the top of the pipe, regardless of the height of fill previously made.

(8) Excavation required for shaping the slopes of header banks which were built by prior contract and upon which riprap is to be placed will be measured as "Structural Excavation, (Riprap)."

(9) For all culverts, except for side road and private entrance culverts, all excavation within the limits of the structure and below or outside the limits of the completed roadway excavation, will be measured as culvert excavation. Where the overall normal width of the culvert is 12 feet or less, measurement will be as "Structural Excavation, Culvert, Small." Where the overall normal width of the culvert exceeds 12 feet, measurement will be as

"Structural Excavation, Culvert, Large."

(10) Where excavation diagrams are shown on the plans, they shall take precedence over these provisions.

(11) Measurement will not include materials removed below footing grades to compensate for anticipated swelling due to pile driving, nor will it include material required to be removed due to swelling beyond the specified limits during pile driving operations.

(12) Measurement will not include additional volume caused by slips, slides, cave-ins, silting, or fill material resulting from the action of the elements or the Contractor's operation.

(13) Where rock, or other incompressible or unstable material is undercut to provide a suitable foundation for pipe or box sections, such material below grade, which is directed by the Engineer to be removed, will be measured for payment.

(14) No allowance will be made for any variance from plan quantity incurred by an alternate bid.

(15) Additional measurement will be made of the volume of excavation involved in the lowering or raising of the elevation of a footing, foundation, or structure unit, when such grade change is authorized by the Engineer.

(16) Cement stabilized backfill will be measured in accordance with the backfill diagram shown on the plans. The quantity of "Cement Stabilized Backfill" shown on the plans shall be considered as final quantities and no further measurement will be required. Changes in alignment or grade as authorized by the Engineer will be measured for payment.

(17) The work to be done in the cutting and restoring of pavement will be measured in accordance with the dimensions shown on the plans. The excavation below the pavement and/or base shall be measured as structural excavation of the pertinent type.

400.8. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Structural Excavation," "Structural Excavation (Bridge)," "Structural Excavation (Culvert, Small)," "Structural Excavation (Culvert, Large)," "Structural Excavation (Trench)," "Structural Excavation (Riprap)," "Cement Stabilized Backfill" and "Cutting and Restoring Pavement."

Payment for removal and replacement of unstable or incompressible material below the footing grades of culverts as provided for in Subarticle 400.2.(3) will be made as follows:

When the plans specify or when the Engineer directs the use of special materials such as flexible base, cement stabilized base, cement stabilized backfill or other special material, payment for excavation below the footing grades shall be made at the unit price bid for "Structural Excavation" of the pertinent type. Payment for furnishing, hauling, placing and compacting the flexible base, cement stabilized base, cement stabilized backfill or other special materials will be made at the unit price bid for these items in the contract or in accordance with Article 4.3. in cases where the required material is not a bid item.

Where special materials are not required or specified, payment for the removal and replacement of unstable and/or incompressible material will be made at a price equal to 200 percent of the unit price bid per cubic yard for "Structural Excavation" of the pertinent type.

This price shall be full compensation for removing the unstable or incompressible material, furnishing, hauling, placing and compacting suitable replacement material and for all labor, equipment, tools, and incidentals necessary to complete the work.

If no direct method of payment is provided in the contract for culvert excavation and no special materials are required or specified, the removal and replacement of unstable or incompressible material, when such work is authorized by the Engineer, will be measured and paid for at fifteen dollars ($15.00) per cubic yard.

Should the Engineer deem it necessary to lower a bridge foundation to an elevation below the grade shown on the plans, such over excavation below plan will be paid for as "Structural Excavation" at an adjusted unit price as defined herein. Payment will be made at a unit price equal to 115 percent of the contract unit price bid for all over excavation where the revised footing grade does not vary from plan grade by more than five (5) feet.

Payment will be made at a unit price of 125 percent of the contract unit price bid for all over excavation where the revised grade varies from plan grade by more than five (5) feet but not in excess of 10 feet. In cases where the revised footing grade varies from plan grade by more than 10 feet, a supplemental agreement shall be prepared to establish a unit price with which to make payment for the over excavation.

No direct payment will be made for backfilling around structures. Payment for the backfilling and compacting of areas which were removed as structural excavation shall be included in the unit price bid for "Structural Excavation."

Unless otherwise shown on the plans, structural excavation which has been completed to the satisfaction of the Engineer, but not backfilled, a partial payment of 50 percent of the price bid will be made. The remaining amount will be paid upon the satisfactory completion of the backfilling.

This price shall be full compensation for all excavation, bedding, and backfill including placing, sprinkling and compaction of material; all soundings; cleaning and filling seams; constructing all cofferdams; all dewatering; and for furnishing all materials, hauling, labor, equipment, tools, sheeting and/or bracing of excavations up to and including five (5) feet in depth, pumps, drills, explosives, disposition of surplus material, cutting pavement and base to neat lines; and for incidentals necessary to complete the work, except that protection methods for excavations greater than five (5) feet in depth shall be measured and paid for as required under Item 402, "Trench Excavation Protection" or Item 403, "Temporary Special Shoring."

*** * * END OF SECTION * * ***

SECTION ITEM 402

TRENCH EXCAVATION PROTECTION

402.1. Description. This Item shall govern for the excavation protection required for the trenches in excess of five (5) feet deep, including all additional excavation, backfill, pavement reconstruction and repair made necessary by the protection system, in accordance with this Item.

A trench shall be defined as a narrow excavation made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench is not greater than 15 feet. If forms or other structures are installed or constructed in an excavation so as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet or less (measured at the bottom of the excavation), the excavation is also considered to be a trench. In addition, "Trench Excavation Protection" will not be limited to these applications, but may be used wherever deemed expedient and proper to the ensuing work.

402.2. Construction Methods. Trench Excavation Protection shall be as required by the provisions of Part 1926, Subpart P-Excavations, Trenching, and Shoring of the Occupational Safety and Health Administration's Standards and Interpretations.

402.3. Measurement. This Item will be measured by the linear foot along the centerline of trench where the depth of trench exceeds five (5) feet.

402.4. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Trench Excavation Protection". This price shall be full compensation for all excavation and backfill; for furnishing, placing and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

No payment will be made for excavation protection made necessary due to the selection of an optional design or sequence of work that creates the need for the protection system.

*** * * END OF SECTION * * ***

SECTION ITEM 421

PORTLAND CEMENT CONCRETE

421.1. Description. This Item shall govern for portland cement concrete to be used in concrete pavement, concrete structures and other concrete construction.

421.2. Materials. The concrete shall be composed of portland cement, (with or without) fly ash, fine and coarse aggregates and water.

(1) Cement. Portland cement shall conform to Item 524, "Hydraulic Cement".

Unless otherwise shown on the plans or in the specifications, the cement shall be either Type I, IP, II or III portland cement except as follows:

a. Type III cement shall not be used when the anticipated air temperature for the succeeding 12 hours will exceed 60 F.

b. Type III cement may be used, regardless of air temperature, in all precast concrete.

All cement used in a monolithic placement shall be of the same type.

Type I/II cement may be considered as either Type I or Type II cement except as otherwise noted.

Type IP cement may be used in lieu of Type I or Type II cement except when otherwise required by the plans or specifications. When Type IP cement is used, additional fly ash will not be permitted.

(2) Fly Ash. Fly ash shall conform to the requirements of Departmental Materials Specification D-9-8900. Copies of Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th Street, Austin, Texas 78701-2483.

When fly ash is used, "cement" shall be defined as "cement plus fly ash". "Cement plus fly ash" shall be composed of Type I, II or III portland cement and 20 to 35 percent fly ash by absolute volume, except that for classes of concrete which are specified to have less than five (5) sacks of portland cement per cubic yard, the fly ash replacement of cement shall not exceed 25 percent by absolute volume of the specified cement content. The Contractor has the option of using "cement plus fly ash" as defined herein for all classes of concrete except that Type B fly ash shall not be used when Type II cement is required, and no fly ash is permitted when a white portland cement is required.

(3) Mixing Water. Water for use in concrete and for curing shall be free from oils, acids, organic matter or other deleterious substances and shall not contain more than 1000 parts

per million of chlorides as Cl nor more than 1000 parts per million of sulfates as SO_4.

Water from municipal supplies approved by the State Health Department will not require testing, but water from other sources will be sampled and tested before use in concrete. Tests shall be made in accordance with AASHTO T26. A sample of approximately one (1) gallon shall be submitted to the Texas Department of Transportation, Division of Materials and Tests, 3800 Jackson Ave., Bldg. No. 5, Austin, Texas 78731-6033.

Water used in white portland cement concrete shall be free from iron and other impurities which may cause staining or discoloration.

(4) Coarse Aggregate. Coarse aggregate shall be washed and shall consist of durable particles of gravel, crushed blast furnace slag, crushed stone, or combinations thereof and shall be free from frozen material or injurious amounts of salt, alkali, vegetable matter, or other objectionable material either free or as an adherent coating. When white portland cement is specified, the coarse aggregates used in the concrete shall be light colored. Quality shall be reasonably uniform throughout. Coarse aggregate shall not contain more than 0.25 percent by weight of clay lumps, nor more than one (1.0) percent by weight of shale, nor more than five (5.0) percent by weight of laminated and/or friable particles when tested in accordance with Test Method Tex-413-A. Coarse aggregate from each source shall have a wear of not more than 40 percent when tested in accordance with Test Method Tex-410-A.

Unless otherwise shown on the plans, coarse aggregate from each source will be subjected to five (5) cycles of both the sodium sulfate and the magnesium sulfate soundness test in accordance with Test Method Tex-411-A. When the loss is greater than 12 percent with sodium sulfate and/or 18 percent with magnesium sulfate, further testing will be required prior to acceptance or rejection of the material. A satisfactory record under similar conditions of service and exposure will be considered in the evaluation of material failing to meet these requirements.

When tested in accordance with Test Method Tex-401-A, the coarse aggregate, including combinations of aggregates when used, shall conform to the gradation requirements shown in Table 1, except as provided in Subarticle 427.8.(3) for exposed aggregate finishes.

TABLE 1

COARSE AGGREGATE GRADATION CHART

Aggregate Grade No.	Nominal Size Inches	Percent Retained on Each Sieve								
		2-1/2 in.	2 in.	1-1/2 in.	1 in.	3/4 in.	1/2 in.	3/8 in.	No. 4	No. 8
1	2	0	0-20	15-50		60-80			95-100	
2 (467)*	1-1/2		0	0-5		30-65		70-90	95-100	
3	1-1/2		0	0-5		10-40	40-75		95-100	
4 (57)*	1			0	0-5		40-75		90-100	95-100
5 (67)*	3/4				0	0-10		45-80	90-100	95-100
6 (7)*	1/2					0	0-10	30-60	85-100	95-100
7	3/8						0	5-30	75-100	
8	3/8						0	0-5	35-80	90-100

*Numbers in parenthesis indicate that these gradations conform to corresponding ASTM gradation in ASTM C33.

The loss by decantation in accordance with Test Method Tex-406-A plus the allowable weight of clay lumps, shall not exceed one (1) percent, or the value shown on the plans, whichever is smaller. In the case of aggregates made primarily from the crushing of stone, if the material finer than the 200 sieve is definitely established to be the dust of fracture, essentially free from clay or shale, as established by Part III of Test Method Tex-406-A, the percent may be increased to 1.5.

(5) Fine Aggregate. Fine aggregate shall be washed and consist of clean, hard, durable and uncoated particles of natural or manufactured sand or a combination thereof, with or without a mineral filler. When white portland cement is specified the fine aggregate used in the concrete shall be light colored. It shall be free from frozen material or injurious amounts of salt, alkali, vegetable matter or other objectionable material and it shall not contain more than 0.5 percent by weight of clay lumps. When the aggregate is subjected to the color test for organic impurities in accordance with Test Method Tex-408-A, the test result shall not show a color darker than standard.

Unless otherwise shown on the plans, the acid insoluble residue of fine aggregate used in concrete subject to direct traffic shall be not less than 60 percent by weight when tested in accordance with Test Method Tex-612-J.

When tested in accordance with Test Method Tex-401-A, the fine aggregate or combinations of aggregates, including mineral filler, shall conform to the gradation requirements shown in Table 2.

Table 2

FINE AGGREGATE GRADATION CHART

	Percent Retained on Each Sieve							
Aggregate Grade No.	3/8 in.	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100	No. 200
1	0	0 to 5	0 to 20	15 to 50	35 to 75	65 to 90	90 to 100	97 to 100

Where manufactured sand is used in lieu of natural sand, the percent retained on the No. 200 sieve shall be 94 to 100.

Where the sand equivalent value is greater than 85, the retainage on the No. 50 sieve may be 65 to 94 percent.

Fine aggregate will be subjected to the Sand Equivalent Test (Test Method Tex-203-F). The sand equivalent shall not be less than 80 unless otherwise shown on the plans.

For all classes of concrete, except class K, the fineness modulus shall be between 2.30 and 3.10 as determined by Test Method Tex-402-A. The fineness modulus for class K shall be 2.6 to 2.8 unless otherwise shown on the plans.

(6) Mineral Filler. Mineral filler shall consist of stone dust, clean crushed sand, or other approved inert material. When tested in accordance with Test Method Tex-401-A, it shall conform to the following gradation:

Retained on No. 30 Sieve 0 percent

Retained on No. 200 Sieve 0-35 percent

(7) Admixtures. Admixtures and their use shall conform to the requirements of Item 437, "Concrete Admixtures". Calcium chloride will not be permitted.

(8) Mortar and Grout. Unless otherwise specified or approved by the Engineer, mortar and grout shall consist of one (1) part portland cement, two (2) parts finely graded sand and sufficient water to provide the desired consistency. Mortar may contain admixtures.

Post tensioning grout shall be in accordance with Item 426, "Prestressing".

Mortar shall have a consistency such that the mortar can be easily handled and spread by trowel.

Grout shall have a consistency such that the grout will flow into and completely fill all voids.

When required to prevent color difference, white cement shall be added to produce the color required. When shown on the plans or in the specifications, or when required by the Engineer, latex adhesive conforming to the requirements of Departmental Material Specification D-9-8110 shall be added to the mortar.

421.3. Storage of Materials.

(1) Cement, Fly Ash and Mineral Filler. All cement, fly ash and mineral filler shall be stored in well ventilated weatherproof buildings or approved bins, which will protect them from dampness or absorption of moisture. Each shipment of packaged cement shall be kept separated to provide easy access for identification and inspection.

The Engineer may permit small quantities of sacked cement to be stored in the open on a raised platform and under waterproof covering for a maximum of 48 hours.

(2) Aggregates. The method of handling and storing concrete aggregates shall prevent contamination with foreign materials. If the aggregates are stored on the ground, the sites for the stockpiles shall be clear of all vegetation and shall be level. The bottom six (6) inch layer of aggregate shall not be disturbed or used without re-cleaning.

When conditions require the use of two (2) or more sizes of aggregates, the aggregates shall be separated to prevent intermixing. Where space is limited, stockpiles shall be separated by physical barriers. Aggregates from different sources shall be stored in different stockpiles unless the aggregates are pre-blended as approved by the Engineer prior to stockpiling.

Methods of handling aggregates during stockpiling and their subsequent use shall be such that segregation will be minimized. The Engineer may require that stockpiles be remixed when segregation is apparent.

Unless otherwise authorized by the Engineer, all aggregate shall be stockpiled at least 24 hours to reduce the free moisture content. In order to control absorption, stockpiles shall be sprinkled when directed by the Engineer.

To assure uniform concrete, aggregate stockpiles shall be maintained at reasonably uniform moisture content.

(3) Admixtures. Admixtures shall be stored in accordance with Item 437, "Concrete Admixtures".

421.4. Measurement of Materials. Except as noted below, the measurement of materials used in batches of concrete shall be by weight.

Water may be measured by volume or by weight.

Cement and fly ash shall be weighed separately from other materials. Weighing of sacked cement will not be required. When sacked cement is used, the quantity of cement per batch shall be based upon using full bags of cement. Batches involving use of fractional bags will not be permitted except for small hand mixed batches of approximately five (5) cubic feet or less and when an approved method of volumetric measurement is used.

Where two (2) or more sizes or types of aggregates are used, each type and/or size shall be measured separately.

When determining aggregate batch weights, proper allowance shall be made for the water content in the aggregate (free water and/or absorption).

Admixtures shall be measured and dispensed in accordance with Item 437, "Concrete Admixtures".

Measuring materials by volumetric methods may be used where permitted by the specifications. When a mixer using volumetric batching of materials is used, an accurate method of measuring by volume shall be provided. Continuous volumetric mixers shall be calibrated to assure correct measurement of materials.

The amount of each ingredient in the batch shall be measured to within plus or minus one (1) percent of the required amount except that water shall be measured to within plus or minus one (1) gallon and admixture tolerances shall be in accordance with Item 437, "Concrete Admixtures".

421.5. Equipment.

(1) Weighing and Measuring Equipment. Weighing and measuring equipment shall conform to Item 520, "Weighing and Measuring Equipment".

(2) Mixing Equipment.

(a) General. All equipment, tools, and machinery used for hauling materials and performing any part of the work shall be maintained in such condition as to insure completion of the work under way without excessive delays for repairs or replacement.

The mixer shall be of an approved type and size that will produce uniform distribution of the material throughout the mass and shall be capable of producing concrete meeting the requirements of these specifications.

The mixing equipment shall be capable of producing the quantities of concrete necessary to comply with requirements shown on the plans or in these specifications.

For all mixers, an adequate water supply and an accurate method of measuring the water shall be provided.

Delivery of concrete to the worksite and the discharge from the hauling equipment,

agitating, or non-agitating, shall be in accordance with the requirements shown on the plans or in the governing specifications.

Specific requirements for batch plants, mixers and other equipment shall be in accordance with Item 522, "Portland Cement Concrete Plants", Item 360, "Concrete Pavement", or other specifications, except that continuous volumetric mixers shall conform to Subarticle 421.5(2)(b) of this Item.

(b) Continuous Volumetric Mixers. For all miscellaneous concrete placements, a mobile, continuous, volumetric mixer may be used.

When approved in writing by the Engineer or when specified for use in other Items, these mixers may be used for other types of concrete construction, including structural concrete, if the number of mixers furnished will supply the amount of concrete required for the particular operation in question.

These mixers shall be designed to receive all the concrete ingredients, including admixtures, required by the mix design in a continuous uniform rate and mix them to the required consistency before discharging.

(c) Portland Cement Concrete Plants. The use of ready-mixed concrete from a commercial source will be permitted for all structural concrete provided that the plant, truck mixers, and mixing equipment conform to the requirements of Item 522, "Portland Cement Concrete Plants". The use of ready-mix plants and ready-mix concrete for concrete pavement shall be in accordance with Item 360, "Concrete Pavement". The class of plant furnished shall conform to the requirements of Item 522, "Portland Cement Concrete Plants".

421.6. Mixing.

(1) General. Mixed concrete which does not conform to specification requirements shall not be placed. Mixing shall be in accordance with Item 522, "Portland Cement Concrete Plants", except that mixing with continuous volumetric mixers will be in accordance with Subarticle 421.6.(2) and except as set out in Subarticle 421.6.(3).

(2) Continuous Volumetric Mixers. Mixing shall be in accordance with mixer manufacturer's recommendations unless otherwise revised by the Engineer.

(3) Mixing of concrete by hand methods or by the use of a small motor driven mixer will be permitted for small placements of approximately two (2) cubic yards or less when authorized by the Engineer. Hand mixed batches shall not exceed a two (2) sack batch in volume. For such placements the mix may be proportioned by approved volumetric methods.

421.7. Placing, Curing and Finishing. The placing of concrete, including construction of forms and falsework, curing and finishing, shall be in accordance with Item 420, "Concrete Structures", Item 360, "Concrete Pavement", and Item 427, "Surface Finishes for Concrete".

421.8. Classification and Mix Design. The Contractor shall furnish the mix design, using a coarse aggregate factor acceptable to the Engineer, for the class(es) of concrete specified, to conform with the requirements contained herein and in accordance with Construction Bulletin C-11. The Contractor shall perform, at his entire expense, the work required to substantiate the design, except that casting and testing of strength specimens will be done by the Department. Complete concrete design data shall be submitted to the Engineer for approval.

The Contractor shall determine and measure the batch quantity of each ingredient, including all water, not only for batch designs but for all concrete produced for the project. The mixes shall conform to these specifications and other requirements shown on the plans.

For continuous volumetric mixers the materials delivered during a revolution of the driving mechanism, or in a selected time interval, will be considered a batch and the proportion of each ingredient will be calculated in the same manner as for a batch type plant.

The Contractor may accept a design from the Department; however, this acceptance will not relieve the Contractor of the responsibility of providing concrete meeting the requirements of these specifications.

Mix designs from previous or concurrent jobs may be used without trial batches if it is shown that no substantial change in any of the proposed ingredients has been made.

No charge will be made for existing designs furnished by the Engineer. The cost to the Department of preparing a new mix design will be charged to the Contractor and deducted from the payment for the work.

Trial batches shall be made and tested using all the proposed ingredients prior to the placing of concrete, and when the aggregate, and/or type, brand or source of cement, or admixture is changed. When the brand and/or source of cement only is changed, the Engineer may waive trial batch only if a prior record of satisfactory performance of the cement with the other ingredients has been established.

Trial batches generally shall be made in a mixer of adequate capacity to evaluate the design. The trial batches shall be made in a mixer representative of the mixers to be used. Batch size shall not be less than 50 percent of its rated mixing capacity.

Concrete for pneumatically placed concrete shall be in accordance with Item 431, "Pneumatically Placed Concrete".

The coarse aggregate factor shall be selected in accordance with Construction Bulletin C-11 based on grade of the coarse aggregate and the fineness modulus of the sand.

The Contractor shall have the option of using chemical admixtures with all classes of concrete in accordance with Item 437, "Concrete Admixtures", except where the use of specific admixtures is required or prohibited in this or other items.

When a retarding admixture is required for hot weather concreting, the amount to be used will be as required in Item 437, "Concrete Admixtures", subject to change by the Engineer when required. When used for extended retardation, the amount to be used will be established by several trial batches with varying retarder content and simulating the placing conditions to be encountered and tested in accordance with Tex-440-A.

When entrained air is required, the concrete shall be designed to entrain five (5) percent air when Grade 1 or 2 coarse aggregate is used, six (6) percent when Grade 3 or 4 coarse aggregate is used, and seven (7) percent for Grades 5, 6 or 7 unless otherwise specified by the Engineer. Concrete as placed shall contain the proper amount of entrained air as required herein with a tolerance of plus or minus 1-1/2 percentage points. Acceptance of concrete with occasional variations between 1-1/2 and three (3) percentage points over the specified amount will be based on strength tests as required by the Engineer. Such concrete which fails to meet strength requirements may be accepted on the basis of structural reviews subject to the provisions of Article 420.25. When the quantity of entrained air is found to be more than three (3) percentage points over or two (2) percentage points under those values given herein, the concrete will be rejected.

Entrained air will be required for bridge slabs, top slabs of direct traffic culverts, concrete pavement, dense and regular concrete overlays, piers, bents, precast piling (nonprestressed), drilled shafts placed in water, bridge railing, concrete traffic barrier and for other items of work as may be specified, on the plans or in other specifications. Unless otherwise specified, entrained air will not be required when Class "H" concrete is used for precast traffic barrier or precast bridge repair.

Table 3
SLUMP REQUIREMENTS

Concrete Designation	Desired Slump Inches	Max Slump Inches
A. Structural Concrete		
(1) All drilled shafts	6	7
(2) Thin-Walled Section (9" or less)	4	5
(3) Slabs, Concrete Overlay, Caps, Column piers, Wall sections over 9", etc.	3	4
(4) Prestressed Concrete Members		
(5) Concrete traffic Barrier (cast-in-place or precast), Concrete Bridge Railing	4	5
	4	5

(6) Dense concrete overlay	3/4	1
(7) Concrete placed underwater	6	7
(8) Concrete with High Range Water Reducer	____	8
B. Concrete Pavement		
C. Riprap, curb, gutter, slip-formed and extruded concrete	1-1/2	3 max 1 min
	As Approved by the Engineer	

Note: No concrete will be permitted with a slump in excess of the maximums shown.

When high range water reducing admixtures are used, the slump shall not exceed eight (8) inches.

421.9. Quality of Concrete. The concrete shall be uniform, workable and of a consistency acceptable to the Engineer. The cement content, maximum allowable water/cement ratio, the desired and maximum slump, the proper amount of entrained air and the strength requirement for all classes of concrete shall conform to the requirements of these specifications. It shall be the responsibility of the Contractor to provide concrete meeting these requirements.

During the progress of the work, the Engineer will cast test cylinders and/or beams, perform slump and entrained air tests and will make temperature checks, as required, to insure compliance with the specifications.

Unless otherwise shown on the plans the Contractor shall furnish and properly maintain all test molds. The test molds shall meet the requirements of Test Methods Tex-418-A and Tex-448-A and, in the opinion of the Engineer, must be satisfactory for use at the time of use. In addition, the Contractor shall be responsible for furnishing personnel to remove the test specimens from the molds and transport them to the proper curing location at the schedule designated by the Engineer and in accordance with the governing specification. For all concrete items the Contractor shall have a wheelbarrow, or other container acceptable to the Engineer, available to use in the sampling of the concrete. The Contractor is responsible for disposing of used, broken test specimens.

All labor and equipment furnished by the Contractor will be considered subsidiary to the various bid items and will not be paid for directly.

A strength test is defined as the average of the breaking strength of two (2) cylinders or two (2) beams as the case may be. Each specimen will be tested in accordance with Test Methods Tex-418-A or Tex-448-A.

Slump tests will be performed in accordance with Test Method Tex-415-A. Entrained air tests will be performed in accordance with Test Method Tex-416-A.

If the required strength or consistency of the class of concrete being produced cannot be secured with the minimum cement specified or without exceeding the maximum water/cement ratio, the Contractor will be required to furnish different aggregates, use a water reducing agent, an air entraining agent or increase the cement content in order to provide concrete meeting these specifications.

All test specimens, beams or cylinders, representing tests for removal of forms and/or falsework shall be cured using the same methods and under the same conditions as the concrete represented.

"Design Strength" beams and cylinders shall be cast and cured in accordance with Test Method Tex-447-A.

The Contractor shall provide, operate and maintain curing facilities as described in Test Method Tex-447-A, for the purpose of curing test specimens.

When the specified concrete strength is by 28 day compressive strength tests, job control testing will be by seven day compressive strength tests. The minimum strength requirement for seven (7) day tests will be 70 percent of the specified minimum 28 day compressive strength. If the required seven (7) day strength is not obtained with the quantity of cement specified in Table 4, changes in the batch design will be made as specified in this article. For an occasional failure of the seven day compressive test, the concrete may be tested at 28 days for final evaluation.

Strength test requirements for Type II cement will govern when Type I/II cement is used.

Table 4

CLASSES OF CONCRETE

Class of Conc.	Cement per C.Y. Min. (sacks)	Min. Comp. Sgth (f'c) 28 Day psi	Min.Flex. Sgth. 7 day psi	Max. Water Cement Ratio Gal/sk	Coarse Aggr. Grade No.	General Usage (information only)
A	5.0	3000	425 390 (c)	6.5	1-2-3-4-8 (a) (d)	Drilled Shafts; Culverts, except Top Slab of Direct Traffic Culverts; Inlets; Manholes, Headwalls; Appr. Slabs; Curb; Gutter; Curb & Gutter, Conc. Retards; Sidewalks; Driveways; Conc. Pavement; Back-up Walls; Anchors
B	4.0	2000	280	8.0	2-3-4-5-6-7	Riprap, Small Roadside Signs and Anchors
C	6.0	3600	510 470 (c)	6.0	1-2-3-4-5 (d)	Drilled Shafts; Bridge Substructure; Bridge Railing; Culverts, except Top Slab of Direct Traffic Culverts; Wing Walls; Approach Slab; Concrete Traffic Barrier (cast-in-place)

	Cement	Min.		Max. Water	Coarse	

Class of Conc.	per C.Y. Min. (sacks)	Comp. Sgth (f'c) 28 Day psi	Min.Flex. Sgth. 7 day psi	Cement Ratio Gal/sk	Aggr. Grade No.	General Usage (information only)
D	3.0	1500	215	11.0	2-3-4-5-6-7	Riprap
E	6.0	3000	425	6.0	2-3-4-5	Seal Concrete
F	6.0 (8.0 Max)	As specified on plans	.85 f'c / 6	5.5	2-3-4-5	Railroad structures; occasionally for Bridge Piers, Columns or Bents
H	6.0	As specified on plans	N.A.	5.5	3-4-5-6	Prestressed Concrete Beams, Boxes, Piling and Concrete Traffic Barrier (Precast)
S	6.5	4000	570 525(c)	5.0	2-3- 4-5	Bridge Slab; Top Slab of Direct Traffic Culvert; Bridge Substructure
P	5.0	N.A.	555(b)	6.25	2-3	Concrete Pavement
DC	8.75	5500	720	3.6	6	Dense Concrete Overlay
CO	7.0	4600	640	4.5	6	Concrete Overlay
SS	7.0	3600	510	5.5	3-4-5	Slurry Displacement Shafts, Underwater Drilled Shafts
K	Requirements as specified on the plans or in other Items.					

(a) Grade 8 aggregate for use in extruded curbs, unless a larger size is approved by the Engineer.

(b) Minimum running average for concrete pavement (in accordance with construction Bulletin C-II).

(c) When Type II or Type I/II cement is used.

(d) Unless otherwise permitted by the Engineer, Grade I coarse aggregate may be used only in massive foundations with four (4) inch minimum clear spacing between reinforcing steel bars. Grade I aggregate may not be used in drilled shafts.

421.10. Measurement and Payment. The work performed, materials furnished and all labor, tools, equipment and incidentals necessary to complete the work under this Item will not be measured or paid for directly, but will be considered subsidiary to the various bid items of the contract.

*** * * END OF SECTION * * ***

SECTION ITEM 464

REINFORCED CONCRETE PIPE

464.1. Description. This Item shall govern for furnishing and installing all concrete pipe and materials and for constructing precast concrete pipe culverts or precast concrete sewer mains, laterals, stubs and inlet leads. The pipes shall be of the sizes, strengths and dimensions shown on the plans and shall include all connections to new or existing pipes, sewers, manholes, inlets, headwalls and other appurtenances and jointing materials as may be required to complete the work.

464.2. Materials.

(1) General. Except as modified herein, precast reinforced concrete pipe shall conform to the design shown on the plans and to ASTM C76 or C655 for circular pipe; ASTM C506 for arch pipe or ASTM C507 for horizontal elliptical pipe.

All precast concrete pipe shall be machine made or cast by a process which will provide for uniform placement of the concrete in the form and compaction by mechanical devices which will assure a dense concrete. Concrete shall be mixed in a central batch plant or other approved batching facility from which the quality and uniformity of the concrete can be assured. Transit mixed concrete will not be acceptable for use in precast concrete pipe.

Unless otherwise shown on the plans, not more than two (2) holes may be placed in the top section of precast pipe for lifting and placing. The holes may be cast, cut, or drilled in the wall of the pipe. The holes shall not exceed three (3) inches in diameter at the inside surface of the pipe wall. Not more than one (1) longitudinal wire or two (2) circumferential wires may be cut per layer of reinforcing steel when locating lift holes in the pipe wall. After the pipe is in place, lift holes shall be filled with concrete or mortar or precast concrete plugs to the satisfaction of the Engineer.

The Contractor has the option of using portland cement or portland cement plus fly ash. When fly ash is used, then "cement" shall also be defined as "cement plus fly ash". "Cement plus fly ash" shall be composed of portland cement of the type specified and 20 to 35 percent fly ash by absolute volume. Type B fly ash shall not be used when Type II cement is shown on the plans. When portland cement is partially replaced, blended or otherwise modified by a pozzolan, the pozzolan is defined and limited to fly ash conforming to Department Materials Specification D-9-8900, "Fly Ash".

Copies of Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th St., Austin, Texas 78701-2483.

(2) Design. Circular pipe shall be of the class or D-load shown on the plans. Regardless of the design shown, the Contractor may furnish pipe to either ASTM C76 or ASTM C655 specifications. Table C outlines the class and D-load equivalents. For concrete pipe arch or elliptical pipe, the minimum design shall conform to Table A or B.

TABLE A * Arch Pipe			
Design Size	Equiv. Dia. In.	Rise In.	Span In.
1	18	13	22
2	21	1/2	26
3	24	15	28 1/2
4	30	1/2	36 1/4
5	36	18	43 3/4
6	42	22	51 1/8
7	48	1/2	58 1/2
8	54	26	65
9	60	5/8	73
10	72	31	88
		5/16	
		36	
		40	
		45	
		54	

TABLE B * Horizontal Elliptical Pipe			
Design Size	Equiv. Dia. In.	Rise In.	Span In.
1	18	14	23
2	24	19	30
3	27	22	34
4	30	24	38
5	33	27	42
6	36	29	45
7	39	32	49
8	42	34	53
9	48	38	60
10	54	43	68

*Minimum height of cover required is one (1) foot.
*Maximum height of cover is eight (8) feet.

TABLE C
CIRCULAR PIPE
(CLASS, D-LOAD EQUIVALENTS)

Error! Bookmark not defined.C76	**C655**
CLASS I	800D-LOAD
CLASS II	1000D-LOAD
CLASS III	1350D-LOAD
CLASS IV	2000D-LOAD
CLASS V	3000D-LOAD

Reinforced concrete pipe for jacking, boring or tunneling shall meet the requirements of the pertinent ASTM specification with the following additional requirements:

The pipe shall have circular reinforcement and for 30 inch and larger diameters shall have an additional layer of Class III reinforcement, 12 inches long, extending into both the tongue and groove of the joint to within 3/4 inch of the end of the tongue and the groove. The minimum wall thickness shall be wall "B" for the diameter specified, unless special designs are required. The minimum concrete compressive strength for jacking and boring pipe shall be 5000 psi. Variations in the laying length of opposite sides shall not exceed 3/8 inch for pipe diameters 24 inches through 60 inches and 1/2 inch for pipe diameters 66 inches and larger. The maximum joint taper shall be 7 degrees for tongue and groove pipe and 2 degrees for O-ring gasket pipe. Pipe manufactured to these additional requirements shall be marked to identify pipe for jacking and boring.

The plans will provide a summary indicating the locations and length for all pipe. In addition, the diameter, required D-load and/or class for full circle pipe, and/or the design size for pipe arch or elliptical pipe will also be shown.

(3) Physical Test Requirements. The acceptability of the pipe shall be determined by the results of the physical tests outlined herein; by appropriate material tests required in ASTM C76, C506, C507, or C655; by absorption tests on selected samples from the wall of the pipe; and by inspection of the finished pipe to determine its conformance with the required design and its freedom from defects. Three-Edge Bearing tests shall be performed on one (1) pipe for each 100 pipe or fraction thereof of each design or shape, size, class or D-load for the load to produce a 0.01 inch crack and, at the discretion of the Engineer, the pipe may be tested to ultimate load.

As an alternate to the Three-Edge Bearing test, concrete pipe 60 inches in diameter and larger may be accepted on the basis of compressive strength of cores cut from the wall of the pipe. The manufacturer shall furnish facilities and personnel for taking the cores and determining the compressive strength of the samples. Three-Edge Bearing tests and core tests shall be in accordance with ASTM C497.

The manufacturer shall plug and seal coreholes in the pipe wall, after testing, in a manner satisfactory to the Engineer.

(4) Marking. The following information shall be clearly marked on each section of pipe:

(a) The class or D-load of pipe.

(b) The date of manufacture.

(c) The name or trademark of the manufacturer.

(d) One end of each section of pipe with elliptical reinforcement shall be clearly marked during the process of manufacture or immediately thereafter on the inside and the outside of opposite walls to show the location of the "top" or "bottom" of the pipe as it should be installed, unless the external shape of the pipe is such that the correct position of the top and bottom is obvious. Marking shall be indented on the pipe

section or painted thereon with waterproof paint.

(e) Pipe for jacking and boring shall be identified for the intended use.

(5) Inspection. The quality of materials, the process of manufacture, and the finished pipe shall be subject to inspection and approval by the Engineer at the pipe manufacturing plant. In addition, the finished pipe shall be subject to further inspection by the Engineer at the project site prior to and during installation.

(6) Causes for Rejection. Pipe shall be subject to rejection for failure to conform to any of the specification requirements. Individual sections of pipe may be rejected because of any of the following:

(a) Fractures or cracks passing through the shell, except for a single end crack that does not exceed the depth of the joint.

(b) Defects that indicate imperfect proportioning, mixing and molding.

(c) Surface defects indicating honeycombed or open texture.

(d) Damaged ends, where such damage would prevent making a satisfactory joint.

(e) Any continuous crack having a surface width of 0.01 inch or more and extending for a length of 12 inches or more, regardless of position in the wall of the pipe.

(7) Repairs. Pipe may be repaired if necessary, because of occasional imperfections in manufacture or accidental injury during handling and will be acceptable if, in the opinion of the Engineer, the repairs are sound, properly finished and cured, and the repaired pipe conforms to the requirements of the specifications.

(8) Rejections. All rejected pipe will be plainly marked by the Engineer by painting colored spots over the Division of Materials and Tests monogram on the inside wall of the pipe and on the top outside wall of the pipe. The painted spots shall be sufficient to identify the rejected pipe but no larger than four (4) inches in diameter. Rejected pipe shall not be defaced in any other manner. The Contractor shall remove the rejected pipe from the project and replace with pipe meeting the requirements of this Item.

(9) Jointing Materials. Unless otherwise specified on the plans the Contractor shall have the option of making the joints using any of the materials described herein. For all jointing materials except mortar, the Contractor shall furnish the Engineer the Manufacturer's Certificate of Compliance.

(a) Mortar. Mortar for joints shall be in accordance with the section, "Jointing", of this Item.

(b) Cold Applied, Plastic Asphalt Sewer Joint Compound. This material shall

consist of natural and/or processed asphalt base, suitable volatile solvents and inert filler. The consistency is to be such that the ends of the pipe can be coated with a layer of the compound up to one-half inch thick by means of a trowel. The joint compound shall cure to a firm, stiff plastic condition after application. The material shall be of a uniform mixture and any small separation occurring in the container shall be stirred to a uniform mix before use.

This material shall meet the following requirements when tested in accordance with Test Method Tex-526-C:

Asphalt Base, 100% - % Volatites - % by weight	% Ash, 28-45
Volatiles, 212 F Evaporation, 24 h, % by weight	10-26
Mineral Matter, determined as Ash, % by weight	30-55
Consistency, Cone Penetration, 150 q, 5 sec, 77 F	150-275

(c) Rubber Gaskets. These gaskets shall conform to ASTM C361 or C443. The design of the joints and permissible variations in dimensions shall be in accordance with ASTM C443. The Contractor shall furnish the Engineer the Manufacturer's Certificate of Analysis.

(d) Cold Applied Preformed Plastic Gaskets. Preformed plastic gaskets shall be suitable for sealing joints of tongue and groove concrete pipe. The gasket sealing the joint shall be produced from blends of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler and shall contain no solvents, irritating fumes or obnoxious odors. The gasket joint sealer shall not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength, and shall be supplied in extruded rope-form of suitable cross-section. The size of the plastic gasket joint sealer shall be in accordance with the manufacturer's recommendations and be of sufficient size to properly seal the joint. The plastic gasket joint sealer shall be so constructed as to provide evidence of proper installation either by means of "squeeze-out" of the gasket material on the inside or outside around the complete pipe joint circumference or by means of tabs, projections or other such indicators placed at established intervals around the circumference of the pipe joint. Plastic gasket joint sealers shall be Type 1 or Type 2. Type 1 gaskets shall meet the "squeeze-out" requirements and Type 2 gaskets shall meet the requirements for tabs, projections or other indicators. The gasket joint sealer shall be protected by a suitable wrapper designed that when removed, the jointing material maintains integrity.

The chemical composition of the gasket joint sealing compound for Type 1 and 2, as shipped, shall meet the following requirements:

COMPOSITION	TEST METHOD	ANALYSIS
Bitumen, Petroleum Plastic Content, % by weight	ASTM D4	50-70
Ash-Inert Mineral Matter, % by weight	Tex-526-C	30-50
Volatile Matter, 325 F, % by weight	Tex-506-C	2.0 max.

The gasket joint sealing compound when immersed for 30 days at ambient room temperature separately in five (5) percent solution of caustic potash; a five (5) percent solution of hydrochloric acid; a five (5) percent solution of sulfuric acid; and a saturated H_2S solution, shall show no visible deterioration.

The physical properties of the gasket joint sealing compound as shipped shall meet the following requirements:

PROPERTY	TEST METHOD REQUIREMENT	
	Type 1	Type 2
Ductility @ 77 F (cm), min. Tex-503-C	5.0	5.0
Softening Point, F	275	275
Penetration 32 F (300g) 60 sec., min --	65	
Tex-502-C 77 F (150g) 5 sec	50-120	50-120
Tex-502-C 115 F (150g) 5 sec., max. Tex-502-C	------	150

464.3. Construction Methods. The location of private driveway and side road pipe shall be constructed at locations shown on the plans or as directed by the Engineer.

Reinforced concrete pipe culverts and sewers shall be constructed in accordance with the plans and requirements of this Item.

(1) Excavation. All excavation shall be in accordance with the requirements of Item 400, "Excavation and Backfill for Structures", except where tunneling or jacking methods are shown on the plans or permitted by the Engineer.

(2) Shaping and Bedding. Shaping and bedding shall be in accordance with Item 400, "Excavation and Backfill for Structures".

(3) Laying Pipe. Unless otherwise authorized by the Engineer, the laying of pipe on the bedding shall be started at the outlet end with the spigot or tongue end pointing downstream

and shall proceed toward the inlet end with the abutting sections properly matched, true to the established lines and grades. Where bell and spigot pipe are used, cross trenches shall be cut in the foundation to allow the barrel of the pipe to rest firmly upon the bedding. These cross trenches shall be not more than two (2) inches larger than the bell ends of the pipe. Proper equipment shall be provided for hoisting and lowering the sections of pipe into the trench without disturbing the bedding and the sides of the trench. The ends of the pipe shall be carefully cleaned before the pipe is placed. As each length of pipe is laid, the mouth of the pipe shall be protected to prevent the entrance of earth or bedding material. The pipe shall be fitted and matched so that when laid in the bed the pipe shall form a smooth, uniform conduit. When elliptical pipe with circular reinforcing or circular pipe with elliptical reinforcing is used, the pipe shall be laid in the trench in such position that the markings "Top" or "Bottom", shall not be more than five (5) degrees from the vertical plane through the longitudinal axis of the pipe.

Multiple installations of reinforced concrete pipe shall be laid with the center lines of individual barrels parallel. Unless otherwise shown on the plans, the following clear distances between outer surfaces of adjacent pipes shall be used.

Diameter	18"	24"	30"	36"	42"	48"	54"	60" to 84"
Clear Distance Between Pipes	0'-9"	0'-11"	1'-1"	1'-3"	1'-5"	1'-7"	1'-11"	2'-0"

(4) Jointing.

(a) Joints sealed with portland cement mortar shall be made as follows:

Mortar shall consist of one (1) part cement, two (2) parts sand and sufficient water to make a plastic mix. The pipe ends shall be cleaned and wetted before making the joint. The lower half of the bell or groove and the upper half of the tongue or spigot shall be plastered with mortar. After the pipes are tightly jointed, mortar shall be packed into the joint from both inside and outside the pipe. The inside shall be finished smooth and flush with adjacent joints of pipe. Over the joint outside the pipe, a bead shall be formed at least one (1) inch on either side of the joint and of semicircular cross section for tongue and groove joints, but for bell and spigot joints, the mortar shall form a 45° fillet between the outer edge of the bell and the spigot. Mortar joints shall be cured by keeping the joints wet for at least 48 hours or until the backfill has been completed, whichever comes first. No jointing shall be done when the atmospheric temperature is at or below 40 F. Mortared joints shall be protected against freezing by backfilling or other approved methods for at least 24 hours.

No mortar banding on the outside of pipe will be required for driveway culverts.

At the Contractor's option, and with the approval of the Engineer, pipes which are large

enough for a man to enter may be furnished with the groove not less than one-half of an inch and not more than three-fourths of an inch longer than the tongue. Such pipe may be laid and backfilled without mortar joints. Care shall be exercised to avoid displacing the joints during the backfilling operations. After the backfilling has been completed, the space between the end of the tongue and the groove on the interior of the pipe shall be cleaned of all foreign material, thoroughly wetted and filled with mortar around the entire circumference of the pipe and finished flush.

The Contractor shall make available for the use of the Engineer, an appropriate rolling device similar to an automobile mechanic's "Creeper" for conveyance through small size pipe structures.

Mortar joints will be required for irrigation wells, vents and similar vertical structures.

(b) Joints using Cold Applied, Plastic Asphalt Sewer Joint Compound shall be made as follows:

Both ends of the pipes shall be clean and dry. A one-half inch thick layer of the compound shall be troweled or otherwise placed in the groove end of the pipe covering not less than two-thirds of the joint face around the entire circumference. Next, the tongue end of the next pipe shall be shoved home with sufficient pressure to make a tight joint. After the joint is made any excess mastic projecting into the pipe shall be removed. Backfilling of pipe laid with asphalt mastic joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

(c) Joints using Rubber Gaskets shall be made as follows:

Where rubber gasket pipe joints are required by the plans the joint assembly shall be made according to the recommendations of the gasket manufacturer. Water tight joints will be required when using rubber gaskets. Backfilling may begin when approved by the Engineer.

(d) Joints using Cold Applied Preformed Plastic Gaskets shall be made as follows:

Before laying the pipe in the trench, the plastic gasket shall be attached around the tongue or groove near the shoulder or hub of each joint in accordance with the gasket manufacturer's recommendations. The protective wrapper shall be removed and the gasket pressed firmly to the clean, dry surface of the pipe, as recommended by the manufacturer. The joint sealer must be placed in such a manner that no dirt or other deleterious materials will come in contact with the joint sealing material.

After the tongue is correctly aligned with the flare of the groove, the wrapper or wrappers on the gasket shall be removed and the pipe shall be pulled or pushed home with sufficient force to properly seal the joint. Any joint material pushed out into the interior of the pipe that would tend to obstruct the flow shall be removed. (Pipe shall be

pulled home in a straight line with all parts of the pipe on line and grade at all times.) Backfilling of pipe laid with plastic gasket joints may proceed as soon as the joint has been inspected and approved by the Engineer. Special precautions shall be taken in placing and compacting backfill to avoid damage to the joints.

When the atmospheric temperature is below 60 F, plastic joint seal gaskets shall either be stored in an area warmed to above 70 F, or artificially warmed to this temperature in a manner satisfactory to the Engineer. Gaskets shall then be applied to pipe joints immediately prior to placing pipe in trench, followed by connection to previously laid pipe.

(5) Connections and Stub Ends. Connections of concrete pipe to existing pipes, pipe sewers or sewer appurtenances shall be as shown on the plan.

The bottom of existing structures shall be mortared or concreted if necessary to eliminate any drainage pockets created by the connections. Any damage to the existing structure resulting from making the connection shall be repaired by the Contractor, to the satisfaction of the Engineer, at the Contractor's expense.

When concrete pipe is to be joined with existing aluminum pipe, portions of the aluminum pipe that are to be in contact with the concrete pipe, shall be insulated with a coating of bituminous material meeting the requirements of Article 460.7. The coating shall extend to a minimum distance of one (1) foot beyond the area of contact.

Unless otherwise shown in the plans, connections between concrete pipe and corrugated metal pipe shall be made with a suitable concrete collar having minimum thickness of four (4) inches.

Stub ends, for connections to future work not shown on the plans, shall be finished by installing watertight plugs into the free end of the pipe.

(6) Backfilling. After the pipe has been placed, bedded and jointed as specified, filling and/or backfilling shall be done in accordance with the applicable requirements of Item 400, "Excavation and Backfill for Structures". When mortar joints are specified, no fill or backfill shall be placed until the jointing material has been cured for at least six hours. Special precautions shall be taken in placing and compacting the backfill to avoid any movement of the pipe or damage to the joints. For all pipe structures where joints consist of materials other than mortar, immediate backfilling will be permitted.

(7) Reuse of Appurtenances. When existing appurtenances are specified on the plans for reuse, the portion to be reused shall be severed from the culvert and moved to the new position previously prepared by hoisting with a crane, rolling, or other approved methods. Connections shall conform to the requirements for joining sections of pipes, as designated herein or as shown on the plans. Any portion of the headwalls or pipe attached to the appurtenance damaged during the moving operations by the Contractor shall be restored to its original condition at the Contractor's expense. The Contractor may remove and dispose

of the existing appurtenances and construct new appurtenances at his expense in accordance with the pertinent specifications and design shown on the plans or as furnished by the Engineer.

(8) Protection of Pipe. Unless otherwise shown on the plans or permitted in writing by the Engineer, no heavy earth moving equipment will be permitted to haul over the structure until a minimum of four (4) feet of permanent or temporary, compacted fill has been placed thereon. Pipe damaged by the Contractor's equipment shall be removed and replaced by the Contractor at the Contractor's expense.

464.4. Measurement. This Item will be measured by the linear foot. Such measurement will be made between the ends of the pipe barrel along the flow line, exclusive of safety end treatments. Safety end treatments shall be measured in accordance with Item 467, "Safety End Treatment". Where spurs or branches, or connections to existing pipe lines are involved, measurement of the spur or new connecting pipe will be made from the intersection of the flow line with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of pipe, that length of pipe tying into the structure wall will be included for measurement but no other portion of the structure length or width will be so included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels measured as prescribed above.

This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.8. If no adjustment of quantities is required, additional measurements or calculations will not be required.

464.5. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Reinforced Concrete Pipe" and "Reinforced Concrete Pipe (Sewers)" of the size and D-load or class specified; and "Reinforced Concrete Pipe (Arch)", "Reinforced Concrete Pipe (Elliptical)", "Reinforced Concrete Pipe (Arch) (Sewer)", and "Reinforced Concrete Pipe (Elliptical) (Sewer)" of the design specified.

This price shall be full compensation for furnishing, hauling, placing and joining of pipes; for cutting of skews or slopes, for all connections to new or existing structures; for moving and reusing appurtenances where required; for removing and disposing of portions of existing structures as required; and for all labor, tools, equipment and incidentals necessary to complete the work.

Excavation, bedding and backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures".

*** * * END OF SECTION * * ***

SECTION ITEM 506
TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

506.1. Description. Install, maintain, and remove erosion, sedimentation, and environmental control devices. Remove accumulated sediment and debris.

506.2. Materials.

A. Rock Filter Dams.

1. Aggregate. Furnish aggregate with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Engineer. Provide the following:

- **Types 1, 2, and 4 Rock Filter Dams.** Use 3 to 6 in. aggregate.
- **Type 3 Rock Filter Dams.** Use 4 to 8 in. aggregate.

2. Wire. Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:

- a double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 in. x 3-1/4 in.;
- minimum 0.0866 in. steel wire for netting;
- minimum 0.1063 in. steel wire for selvages and corners; and minimum 0.0866 in. for binding or tie wire.

3. Sandbag Material. Furnish sandbags meeting Section 506.2.I, "Sandbags," except that any gradation of aggregate may be used to fill the sandbags.

B. Temporary Pipe Slope Drains. Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved. Furnish concrete in accordance with Item 432, "Riprap."

C. Baled Hay. Provide hay bales weighing at least 50 lb., composed entirely of vegetable matter, measuring 30 in. or longer, and bound with wire, nylon, or polypropylene string.

D. Temporary Paved Flumes. Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.

E. Construction Exits. Provide materials that meet the details shown on the plans and this Section.

1. Rock Construction Exit. Provide crushed aggregate for long and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft, or flaky materials and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1 and 2- to 4-in. aggregate for Type 3.

2. Timber Construction Exit. Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. For short-term exits, provide plywood or pressed wafer board at least 1/2 in. thick.

3. Foundation Course. Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

F. Embankment for Erosion Control. Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

G. Pipe. Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.

H. Construction Perimeter Fence.

1. Posts. Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in. or use 2 x 4 boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 x 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.3 lb. per foot.

2. Fence. Provide orange construction fencing as approved by the Engineer.

3. Fence Wire. Provide 12-1/2 gauge or larger galvanized smooth or twisted wire. Provide16 gauge or larger tie wire.

4. Flagging. Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.

5. Staples. Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.

6. Used Materials. Previously used materials meeting the applicable requirements may be used if accepted by the Engineer.

I. Sandbags. Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

Table 1 – Sand Gradation	
Sieve Number	**Retained (% by Weight)**
4	3%
100	80%
200	95%

J. Temporary Sediment Control Fence. Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.

1. Fabric. Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."

2. Posts. Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans.

Soft wood posts must be at least 3 in. in diameter or nominal 2 x 4 in. Hardwood posts must have a minimum cross-section of 1-1/2 x 1-1/2 in. T- or L-shaped steel posts must have a minimum weight of 1.3 lb. per foot.

3. Net Reinforcement. Provide net reinforcement of at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 x 4 in., at least 24 in. wide, unless otherwise
shown on the plans.

4. Staples. Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.

5. Used Materials. Use recycled material meeting the applicable requirements if accepted by the Engineer.

506.3. Equipment. Provide a backhoe, front end loader, blade, scraper, bulldozer, or other equipment as required when "Earthwork for Erosion Control" is specified on the plans as a bid item.

506.4. Construction.

A. Contractor Responsibilities. Implement the Department's Storm Water Pollution Prevention Plan (SWP3) for the project site in accordance with the specific or general storm water permit requirements. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

B. General.

1. Phasing. Implement control measures in the area to be disturbed before beginning construction, or as directed. Limit the disturbance to the area shown on the plans or as directed. If, in the opinion of the Engineer, the Contractor cannot control soil erosion and sedimentation resulting from construction operations, the Engineer will limit the disturbed area to that which the Contractor is able to control. Minimize disturbance to vegetation.

2. Maintenance. Immediately correct ineffective control measures. Implement additional controls as directed. Remove excavated material within the time requirements specified in the applicable storm water permit.

3. Stabilization. Stabilize disturbed areas where construction activities will be temporarily stopped in accordance with the applicable storm water permit. Establish a uniform vegetative
cover. The project will not be accepted until a 70% density of existing adjacent undisturbed areas is obtained, unless otherwise shown on the plans. When shown on the plans, the Engineer may accept the project when adequate controls are in place that will control erosion, sedimentation, and water pollution until sufficient vegetative cover can be established.

4. Finished Work. Upon acceptance of vegetative cover, remove and dispose of all temporary control measures, temporary embankments, bridges, matting, falsework, piling, debris, or other obstructions placed during construction that are not a part of the finished work, or as directed.

5. Restricted Activities. Do not locate disposal areas, stockpiles, or haul roads in any wetland, water body, or streambed. Do not install temporary construction crossings in or across any water body without the prior approval of the appropriate resource agency and the Engineer. Restrict construction operations in any water body to the necessary areas as shown on the plans or applicable permit, or as directed. Use temporary bridges, timber mats, or other structurally sound and non-eroding material for stream crossings. Provide protected storage area for paints, chemicals, solvents, and fertilizers at an approved location. Keep paints, chemicals, solvents, and fertilizers off bare ground and provide shelter for stored chemicals.

C. Installation, Maintenance, and Removal Work. Perform work in accordance with the specific or general storm water permit. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until earthwork construction and permanent erosion control features are in place or the disturbed area has been

adequately stabilized as determined by the Engineer. If a device ceases to function as intended, repair or replace the device or portions thereof as necessary. Remove sediment, debris, and litter. When approved, sediments may be disposed of within embankments, or in the right of way in areas where the material will not contribute to further siltation. Dispose of removed material in accordance with federal, state, and local regulations. Remove devices upon approval or when directed. Upon removal, finish-grade and dress the area. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. The Contractor retains ownership of stockpiled material and must remove it from the project when new installations or replacements are no longer required.

1. Rock Filter Dams for Erosion Control. Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option. For Types 1, 2, 3, and 5, place the aggregate to the lines, height, and slopes specified, without undue voids. For Types 2 and 3, place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria, unless otherwise shown on the plans:

a. Type 1 (Non-reinforced).

(1) Height. At least 18 in. measured vertically from existing ground to top of filter dam.

(2) Top Width. At least 2 ft.

(3) Slopes. At most 2:1.

b. Type 2 (Reinforced).

(1) Height. At least 18 in. measured vertically from existing ground to top of filter dam.

(2) Top Width. At least 2 ft.

(3) Slopes. At most 2:1.

c. Type 3 (Reinforced).

(1) Height. At least 36 in. measured vertically from existing ground to top of filter dam.

(2) Top Width. At least 2 ft.

(3) Slopes. At most 2:1.

D. Type 4 (Sack Gabions). Unfold sack gabions and smooth out kinks and bends. For vertical filling, connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing. At one end, pull the end lacing rod until tight, wrap around the end, and twist 4 times. At the filling end, fill with stone, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times. For horizontal filling, place sack flat in a filling trough, fill with stone, and connect sides and secure ends as described above. Lift and place without damaging the gabion. Shape sack gabions to existing contours.

E. Type 5. Provide rock filter dams as shown on the plans.

1. Temporary Pipe Slope Drains. Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe

at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipators or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.

2. Baled Hay for Erosion and Sedimentation Control. Install hay bales at locations shown on the plans by embedding in the soil at least 4 in. and, where possible, approximately 1/2 the height of the bale, or as directed. Fill gaps between bales with hay.

3. Temporary Paved Flumes. Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans, unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

4. Construction Exits. When tracking conditions exist, prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits. Construct exits for either long or short-term use.

a. Long-Term. Place the exit over a foundation course, if necessary. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

(1) Type 1. Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

(2) Type 2. Construct using railroad ties and timbers as shown on the plans or as directed.

b. Short-Term.

(1) Type 3. Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

(2) Type 4. Construct as shown on the plans or as directed.

6. Earthwork for Erosion Control. Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

a. Excavation and Embankment for Erosion ControlFeatures. Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed. Where required, create a sediment basin providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

b. Excavation of Sediment and Debris. Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

7. Construction Perimeter Fence. Construct, align, and locate fencing as shown on the plans or as directed.

a. Installation of Posts. Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

b. Wire Attachment. Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

c. Flag Attachment. Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

8. Sandbags for Erosion Control. Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

9. Temporary Sediment-Control Fence. Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

a. Installation of Posts. Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the run-off source.

b. Fabric Anchoring. Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 x 6 in. Place the fabric against the side of the trench and align approximately 2 in of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

c. Fabric and Net Reinforcement Attachment. Unless otherwise shown under the plans, attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced. Sewn vertical pockets may be used to attached reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

d. Fabric and Net Splices. Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced, unless otherwise shown under the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

506.5. Measurement.

A. Rock Filter Dams. Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

1. Linear Measurement. When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

2. Volume Measurement. When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

a. Installation. Measurement will be made in final position.

b. Removal. Measurement will be made at the point of removal.

B. Temporary Pipe Slope Drains. Temporary pipe slope drains will be measured by the foot.

C. Baled Hay. Baled hay will be measured by each bale.

D. Temporary Paved Flumes. Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

E. Construction Exits. Construction exits will be measured by the square yard of surface area.

F. Earthwork for Erosion Control.

1. Equipment. Equipment use will be measured by the actual number of hours the equipment is operated.

2. Volume Measurement.

a. In Place.

(1) Excavation. Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

(2) Embankment. Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:

• the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and

• the lines, grades and slopes of the accepted embankment for the feature.

b. In Vehicles. Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicles)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

G. Construction Perimeter Fence. Construction perimeter fence will be measured by the foot.

H. Sandbags for Erosion Control. Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

I. Temporary Sediment-Control Fence. Temporary sediment-control fence will be measured by the foot.

506.6. Payment. The following will not be paid for directly but are subsidiary to pertinent Items:

• erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);

• removal of litter;

• repair to devices and features damaged by Contractor operations;

• added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;

• removal and reinstallation of devices and features needed for the convenience of the Contractor;

• finish grading and dressing upon removal of the device; and
• minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

The Contractor will be reimbursed in accordance with pertinent Items or Article 9.5, "Force Account," for maintenance, repair, or reinstallation of devices and features when the need for additional control measures cannot be attributed to the above, as determined by the Engineer. Stabilization of disturbed areas will be paid for under pertinent Items. Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

A. Rock Filter Dams. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

1. Installation. Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

2. Removal. Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals. When the Engineer directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals

B. Temporary Pipe Slope Drains. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals. Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain. Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under Section 506.5.F, "Earthwork for Erosion and Sediment Control." Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

C. Baled Hay. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Baled Hay." This price is full compensation for furnishing and placing bales, excavating trenches, removal and disposal, equipment, labor, tools, and incidentals. When the Engineer directs that the baled hay installation (or portions thereof) be replaced, payment will be made at the unit price bid for "Baled Hay," which is full compensation for removal and reinstallation of the baled hay.

D. Temporary Paved Flumes. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals. When the Engineer directs that the paved flume

installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals. Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under Section 506.5.F, "Earthwork for Erosion and Sediment Control."

E. Construction Exits. Contractor-required construction exits from offright of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Department will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals. When the Engineer directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals. Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under Section 506.5.F, "Earthwork for Erosion and Sediment Control."

F. Earthwork for Erosion and Sediment Control. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Earthwork (Erosion and Sediment Control, In Vehicles)," "Dragline Work (Erosion and Sediment Control)," "Backhoe Work (Erosion and Sediment Control)," "Excavator Work (Erosion and Sediment Control)," "Front End Loader Work (Erosion and Sediment Control)," "Blading Work (Erosion and Sediment Control)," "Scraper Work (Erosion and Sediment Control)," or "Bulldozer Work (Erosion and Sediment Control)." This price is full compensation for excavation including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; sandbags; plywood; stage construction for curb inlets involved in curb-inlet sediment traps; and equipment, labor; tools, and incidentals. Earthwork needed to remove and obliterate of erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans. Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

G. Construction Perimeter Fence. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals. Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

H. Sandbags for Erosion Control. Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals. Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

I. Temporary Sediment-Control Fence. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Sediment-Control Fence." This price is full compensation for furnishing and placing the fence; trenching, fence posts, fabric and backfill; removal and disposal; and equipment, labor, tools, and incidentals. Removal of temporary sediment-control fence will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the temporary sedimentation control fence installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Sediment-Control Fence," which is full compensation for the removal and reinstallation of the temporary sediment-control fence.

*** * END OF SECTION * ***

L&G Consulting Engineers, Inc.

SOILS INVESTIGATION & PAVEMENT DESIGN REPORT

FOR

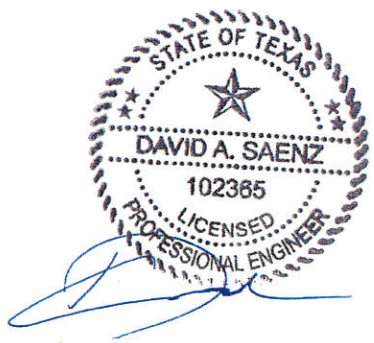
ELDORA RD. RECONSTRUCTION PROJECT
LIMITS: I Rd. (N. Veterans Blvd.) to Raul Longoria Rd. (FM 1426)
HIDALGO COUNTY, TEXAS

Prepared For:
Hidalgo County Pct. 2

Prepared By:
L&G Consulting Engineers, Inc.
Texas Registered Engineering Firm F-4105

L&G Project No. GL15014
August 27, 2015

David A. Saenz, P.E., C.F.M.
Project Engineer



08/27/2015

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

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INTRODUCTION

The Eldora Road Reconstruction Project is being developed by **Hidalgo County Precinct 2 (HC Pct. 2)** in Hidalgo County, Texas with the intent of providing enhanced mobility within the corridor through an improvement of the pavement structure. As a function of project development for the Eldora Rd. Project, the County has contracted **L&G Engineering (L&G)** to provide a pavement design report. This report has been developed to provide design, analysis, guidance and recommendations for the proposed flexible pavement design on the noted project.

Project Information

The Eldora Rd. project currently serves as a horizontally (east - west) oriented transportation corridor located east of US 281 (IH-69C Corridor) and north of US 83 (IH-2 Corridor) between parallel roadways Earling Rd. and Sioux Rd. The proposed project will be approximately 0.8 miles in length and will begin at I Rd. (N. Veterans Blvd.) and end at Raul Longoria Rd (FM 1426). The general location map is as illustrated in Figure 1.



Figure 1 – Eldora Rd. General Project Location Map

The project is to consist of the reconstruction of a 2-lane roadway with a functional classification and highway type of Rural Collector or Rural Minor Arterial (assumed) and a proposed design speed of 30 miles per hour (assumed based on posted speed limit). The typical geometry of the existing cross section is two – 10 foot travel lanes (one in each direction). The typical geometry of the proposed cross section will be two – 12 foot travel lanes (one in each direction). The existing typical section and existing corridor photo are as illustrated in Figure 2A and 2B.

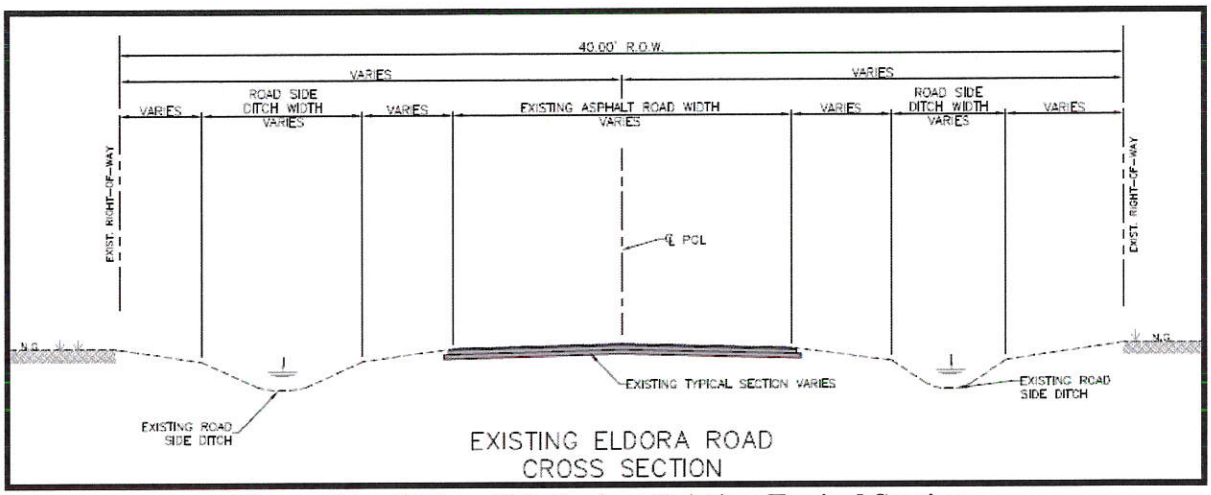


Figure 2A – Eldora Rd. Project Existing Typical Section



Figure 2B – Eldora Rd. Project Existing Corridor Photo

SECTION I – GEOTECHNICAL INVESTIGATION

In accordance with the recommendations of the TxDOT Pavement Design Guide, **L&G** performed a general soils investigation for pavement design including subgrade geotechnical analysis for the proposed project. Additionally, the scope of work included the definition of various thickness profiles of existing roadways within the project limits. The following section provides basic site research (soil geology and soil survey), summary of the geotechnical investigation findings, recommendations for subgrade stabilization and existing facility pavement thicknesses.

Existing Site Geology, Soil Survey and Rainfall

Site Geology

The Geologic Atlas of Texas, McAllen-Brownsville Sheet, dated 1976, indicates that the project sites are located within the *Beaumont Formation (Qb)* of the Pleistocene geological epoch (part of the Quaternary period). The description of material was noted as *"Mostly clay, silt, sand, and gravel; includes mainly stream channel, point bar, natural levee, and backswamp deposits; concretions and massive accumulations of calcium carbonate (caliche) and concretions of iron oxide and iron-manganese oxides in zone of weathering"*. The location of the formation referenced is in a stippled overprint pattern which denotes the following: *"Dominantly clay and mud of low permeability, high water-holding capacity, high compressibility, high to very high shrink-swell potential, poor drainage, level to depressed relief, low shear strength, and high plasticity; geologic units include interditributary muds, abandoned channel-fill muds, and fluvial overbank muds."*

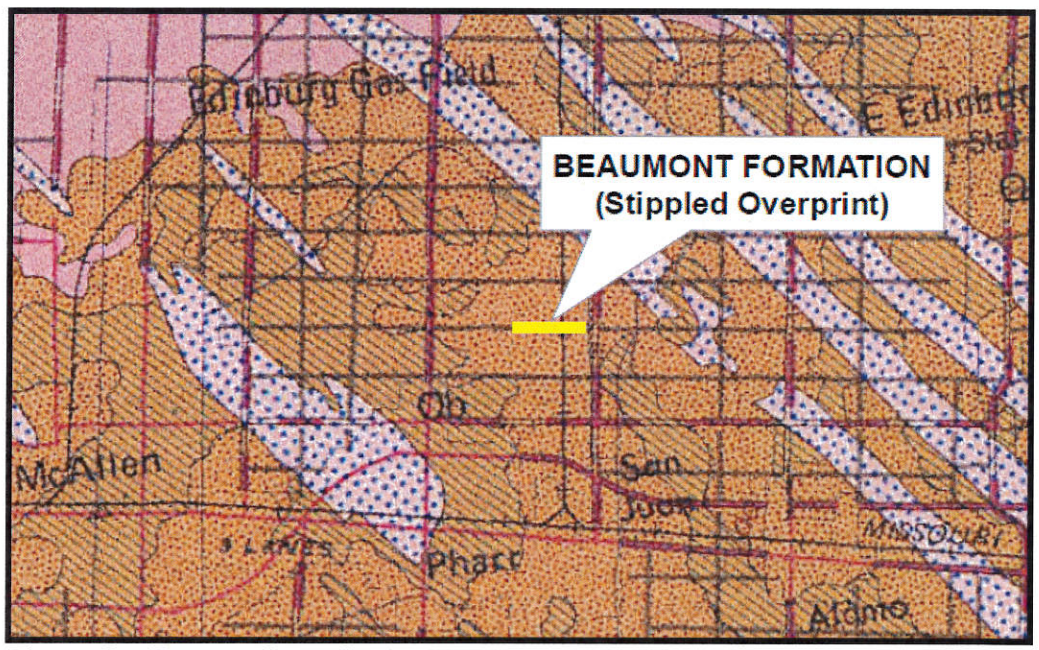


Figure 3 – Excerpt from Geologic Atlas of Texas (Showing Project Alignment)

Soil Survey

According to the Soil Survey of Hidalgo County, Texas, published by the United States Department of Agriculture (issued June 1981, soil maps current), the proposed project is contained within the Raymondville Clay Loam (0 to 1 Percent Slopes) soil map unit (Soil Map Unit #52).

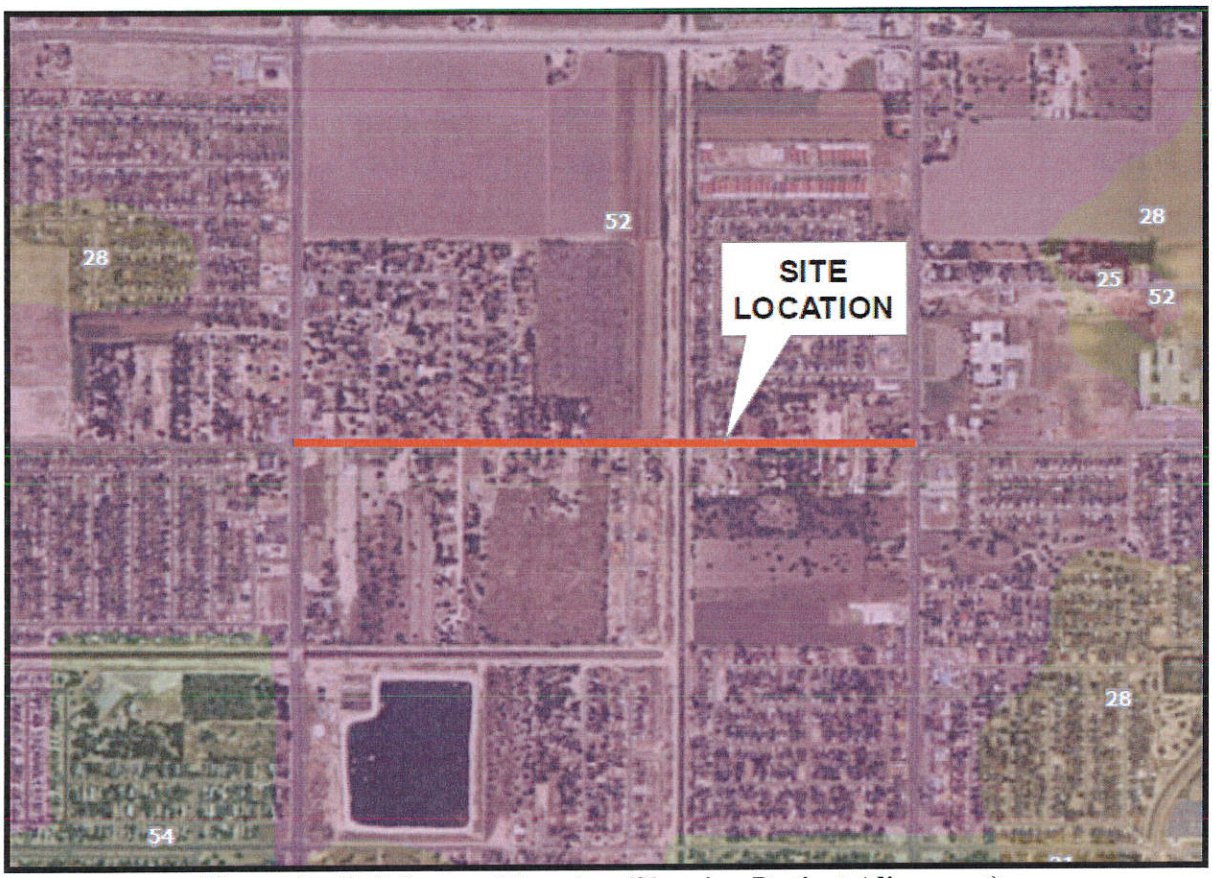


Figure 4 – Soil Survey Mapping (Showing Project Alignment)

The soil map unit, as referenced from the Soil Survey of Hidalgo County, Texas, is described as follows:

Raymondville Clay Loam (0 to 1 % slopes) soil map unit (#52) is a deep, nearly level formation on plane to slightly concave uplands. The soil is moderately well drained, with slow permeability, slow surface runoff, and no frequency of flooding or ponding. The available water capacity is high (about 9.0 inches), and the soil is classified as non-saline to slightly saline (0.0 to 4.0 mmhos/cm). The maximum content of calcium carbonate in the soil is 10 percent. The typical soil profile for this map unit consists of 0 to 15 inches: gray to dark gray clay loam, 15 to 25 inches: grayish brown clay loam, 25 to 43 inches: grayish brown clay, and 43 to 65 light brownish gray to pale brown clay. This soil classification is calcareous throughout. The main limitations of this soil map unit are shrinking and swelling of the soil and clayey surface layer.

Rainfall

The mean annual precipitation for this area of Hidalgo County is approximately 23-33 inches, as reported by the U.S. Department of Agriculture Soil Conservation Service. The geotechnical investigation, performed in July/August 2015, was conducted during an 'Abnormally Dry' condition ('D0' as noted by the U.S. Drought Monitor). The National Oceanic and Atmospheric Administration (NOAA) reports for the subject date indicated that no significant rainfall observations (at least one inch) occurred prior to or during our exploration.

Site Investigation

Soil Borings and Field/Laboratory Testing

Subsurface conditions at the site were evaluated through five (5) borings drilled to a depth of ten (10) feet below natural ground at the locations shown in Appendix A. The boring #'s and corresponding location within the project are as follows:

Boring #	Location (Along Project Alignment)
B-01 to B-05	From I Rd. (Veterans Blvd.) to Raul Longoria Rd.

Table 1 – Soil Boring #'s and General Locations

The soil borings were drilled in general accordance with American Society of Testing Materials Procedures (ASTM) D420 using a truck mounted drilling rig (Simco 2800 HD) and solid stem augers.

As part of the sampling procedures, split barrel (spoon) and Standard Penetration Tests (SPT) were performed and recorded in general conformance with ASTM D1452. SPT results are noted on the boring logs as blows per foot or twelve (12) inch increment. The sampler was advanced through three (3) consecutive six inch increments; however, the first six inch increment is considered the seating drive, which eliminates the effect of cuttings or disturbances on the test result. The sum of the blows for the last two six (6) inch increments is considered the "standard penetration resistance value,, or "field N-value,,. Where hard or very dense materials were encountered, the SPT was terminated and noted on the boring log when one of the following situations occurred:

1. *a total of 50 blows were applied on one six inch increment*
2. *a total of 100 blows were applied during the test*
3. *no observation of advancement of the sampler was detected during the application of ten (10) consecutive blows from the hammer*

Representative portions of the split barrel samples were identified, packaged, sealed in containers (to reduce moisture loss) and transported to our laboratory for subsequent testing. In the laboratory, each sample was evaluated and visually classified by a member of the laboratory Geotechnical Engineering staff. The properties of the strata were evaluated by a series of laboratory index tests (Tex-142-E, Laboratory Classification of Soils for Engineering Purposes and ASTM D 2487, Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)). Lime series testing was performed on the samples in accordance with Tex-128-E and Tex 121-E (Determining Soil pH and Soil-Lime Testing).

Sulfate testing was performed on the samples in accordance with Tex-145-E (Determining Sulfate Content in Soils – Colorimetric Method).

Boring logs were created in gINT format using the Bentley gINT software program. A full summary of the laboratory data and their corresponding depths are presented on the boring logs and summary tables/charts.

Geotechnical Boring Analysis (Subgrade)

Subgrade Index Testing & Soil Classification

Subgrade soils investigated at this site were primarily field noted as moderately to moderately high plastic clays. Each sample was tested in a geotechnical laboratory to determine the Atterberg Limits (description of consistency/behavior of soils with respect to varying moisture contents) including the Liquid Limit (LL), Plastic Limit (PL) and Plasticity Index (PI). The PI is defined as the difference between the LL and the PL of a soil (PI = LL-PL). Atterberg Limits testing was completed in accordance with ASTM D4318 (TxDOT Tex-104-E, 105-E and 106-E). In addition, the samples were tested for the minus 200 sieve analysis (percentage of soil passing through (finer than) the No. 200 sieve size – openings of 0.075 mm). Sieve testing was completed in accordance with ASTM D1140 (TxDOT Tex-111-E). In general these tests were utilized to verify existing soil types (verification of visual inspection) and determine subgrade adequacy & suitability of soil for lime stabilization. The results of the tests were used to properly classify each subgrade sample in accordance with the Unified Soil Classification System (USCS) as detailed in ASTM D2487 (TxDOT Tex-142-E). The results of the testing are provided on the boring logs in Appendix B. A summary of the results is provided for reference as follows:

	Soil Classification Testing Results							
	Upper Soil Layer (Depths - 0 to 5 ft.)				Lower Soil Layer (Depths - 5 to 10 ft.)			
Location	LL	PI	-200	USCS Class	LL	PI	-200	USCS Class
P-01	40	24	82.0	CL	61	39	90.0	CH
P-02	57	38	70.0	CH	57	38	70.0	CH
P-03	39	24	66.0	CL	52	36	46.0	SC
P-04	45	30	84.0	CL	43	29	60.0	CL
P-05	40	23	76.0	CL	66	46	68.0	CH

Table 2 – Subgrade Index Testing & Soil Classification

Based on the information as referenced in the tables, the clayey site soils meet the recommended TxDOT Pharr District Criteria (as referenced from April 2012 Construction Staff Meeting Memo) for lime stabilization (PI > 20 utilize Lime Stabilization). In addition, it should be noted, the subgrade soils do generally meet the recommended PI of 10 or greater as referenced from the National Lime Association and PI of 12 or greater as referenced from the US Army Corps of Engineers (USACOE).

Sulfate Content Testing

In pavement foundations (subgrades), high concentrations of sulfates in soils may cause problems in terms of high levels of swelling and heaving when lime/cement stabilization is introduced. The reaction is highly chemical based on the combination of Calcium (provided by the addition of lime or cement), Aluminum (a basic chemical unit of clay), Water (utilized for compaction and stabilization reaction) and Sulfates. When soils containing significant amounts of sulfates are combined with typical roadway construction compaction methods (compacting with lime and/or cement and water), the result is the formation of ettringite, a high swelling mineral that is known to cause substantial heaving.

Noting that TxDOT has identified Hidalgo County as an area with high potential of sulfate rich soils, Sulfate testing was performed in accordance with TxDOT Tex-145-E at each boring location within a typical depth range of 0 to 5 feet (general depth of subgrade). The results of the sulfate testing are as follows:

Location	Sulfate Content (ppm)
P-01	1220
P-02	880
P-03	2140
P-04	1220
P-05	940

Table 3 – Sulfate Content in Parts Per Million

According to the TxDOT publication "Guidelines for Treatment of Sulfate Rich Soils and Bases in Pavement Structures,,, moderately to highly expansive soils (PI >15) will fall into one of three ranges based on Sulfate Concentration (SC) which determine treatment.

- Level 1: SC <= 3000 ppm – Low Potential for Sulfate Heave ~ Traditional Treatment
- Level 2: 3000 < SC <= 8000 ppm – Moderate Potential for Sulfate Heave ~ Modified Treatment
- Level 3: SC > 8000 ppm – High Potential for Sulfate Heave ~ Alternative Treatment

All soil sulfate content testing for this project exhibited approximate Level 1 sulfate concentrations (low risk for sulfate heave) and as such will not require modification to the standard construction compaction and liming operations in the applicable items of the TxDOT 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (Traditional Treatment).

Lime Series Testing (% Lime vs. Soil pH)

Lime stabilization of subgrade soils requires testing to ensure appropriate and adequate lime is added to soil to induce the required stabilization results. The Lime Series Test was utilized to determine these limits in compliance with TxDOT procedure Tex-128-E (Determining Soil pH) and Tex-121-E Part III (Soil-Lime Testing ~ Part III – Determining Stabilization Ability of Lime by Soil pH). The basic test involves taking a sample of soil and measuring initial pH followed by the addition of various incremental percentages of lime (2%, 4%, 6%, etc.) and re-testing pH to establish a relationship. The basic criteria states that the lowest percentage of lime that produces a pH of 12.4 is the minimum lime percentage required to stabilize the soil. At this level

cation exchange will occur resulting in modification of the soil particle structure to achieve improved workability and decrease swell and plasticity. The results are as follows in tabular form:

Lime Series (pH Method)					
Location	Raw pH	2% Lime pH	4% Lime pH	6% Lime pH	8% Lime pH
P-01	8.81	11.57	11.98	12.20	12.34
P-03	8.26	11.54	12.05	12.34	12.40
P-04	9.07	11.61	12.21	12.41	12.48
P-05	8.55	11.97	12.30	12.42	12.47

Table 4 – Lime Series Testing

In addition, these results were graphically charted to get the best understanding of the effects of the lime with regard to the pH of the soils. The graphical representations of the subgrade lime series testing data are shown as follows:

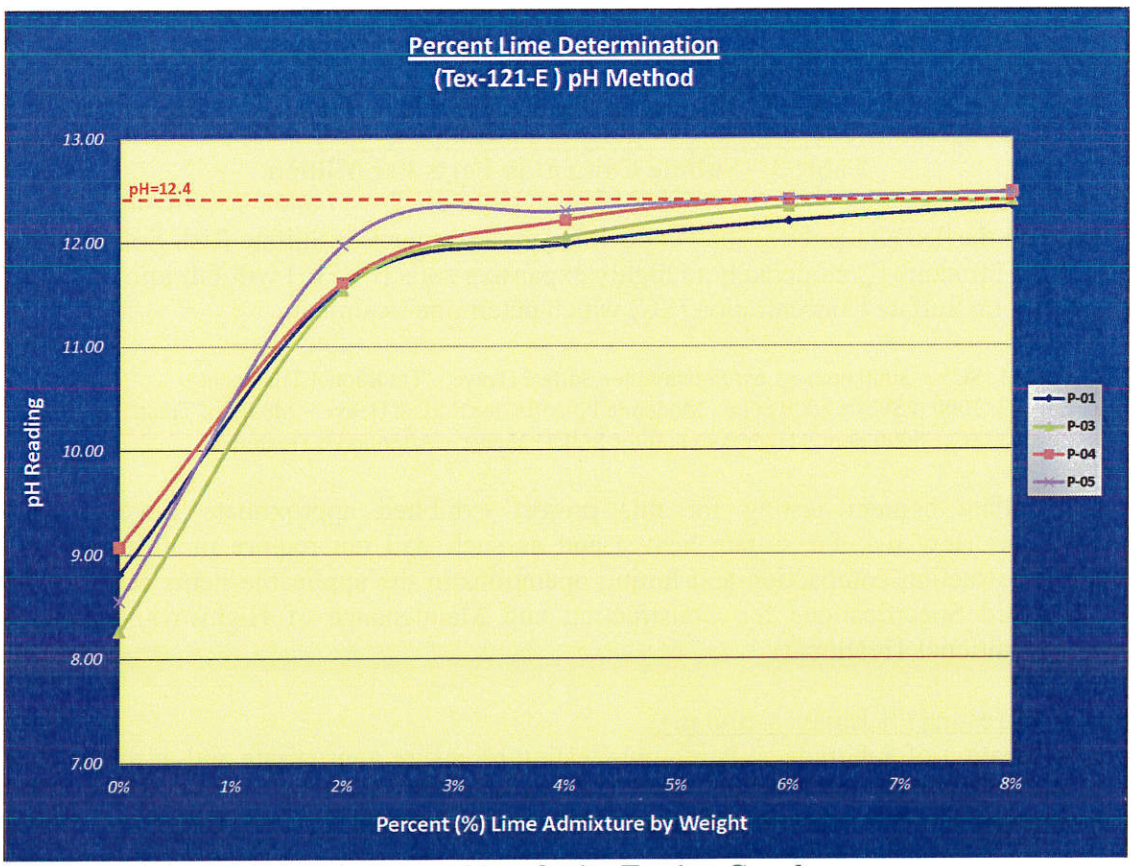


Figure 5 – Lime Series Testing Graph

On the basis of inspection and analysis of the data presented, it is noted that the minimum required amounts of lime needed for stabilization (to reach the pH of 12.4 threshold) ranges throughout the project from approximately 6% to 8% lime by weight. It should be noted, typically and historically in this locale, soils used as subgrade layers for similar types of projects in Hidalgo County have been successfully stabilized with 4 to 6% lime by weight (referenced from TxDOT Pharr District & CCRMA recent and historical plan sets in the Rio Grande Valley). In addition, through analysis of the graphical representations of the data we note only minor increases to the pH levels between the upper-most lime values (the bulk of the increase comes in the 0 to 2% additions with appreciable increases to the 6 to 7% range). The recommendations for lime treatment for this project are as follows:

- Utilize a minimum of 6% lime by weight in the subgrade for lime stabilization

Existing Pavement Data Retrieval

Existing Pavement Structure Thicknesses

As a function of the geotechnical exploration for this project, the existing facility was cored in the top portion of the geotechnical boring logs. The corings were taken in order to determine existing pavement structure depths including ACP and Flexible Base. The values were recorded in the field. The pavement structure thicknesses are as follows:

	Existing Pavement Structure Thickness	
Test Sample	ACP Depth	Flexible Base Depth
P-01	No Asphalt	4.5 inches
P-02	1.25 inches	7.5 inches
P-03	1.5 inches	4.5 inches
P-04	1.75 inches	5.25 inches
P-05	1.5 inches	4.5 inches

Table 5 – Summary of Existing Pavement Structure Thicknesses (Field Measured)

SECTION II – FLEXIBLE PAVEMENT SYSTEM (FPS) INPUT

In accordance with the recommendations of the TxDOT Pavement Design Guide, the latest version of the **Flexible Pavement System (FPS-21)** was utilized as the design and analysis method for all project flexible pavement designs. The FPS-21 program is a design software which utilizes mechanistic-empirical procedures to simulate predicted performance of pavement structures as a function of degradation of the serviceability index over a period of time. It was developed by the Texas Transportation Institute (TTI) and was implemented for mass usage in the mid 1990s (FPS-19 program and later a Windows based FPS-19W).

FPS employs various pieces of user entered criteria and a design approach based on a linear-elastic analysis system and performance prediction algorithms to provide pavement structural (thickness) designs and structural overlay layer designs. The key program inputs include:

- Basic Design Criteria such as length of analysis period and serviceability indices
- Program Controls such as maximum thickness parameters and maximum funding
- Traffic Data such as average daily traffic at different intervals and percent trucks
- Construction & Maintenance Data such as overlay construction times and detour design
- Pavement Layer Material Inputs such as average moduli values and Poisson's ratio

All user inputs will be discussed in further detail in the following sections of this report.

FPS also houses supplemental post-design analysis routines for mechanistic performance prediction. These routines are typically utilized as final design checks for pavement structures designed as noted in the previous paragraph. The design verifications are based on fatigue life and rutting potential (Mechanistic Design Check) or impact of anticipated heaviest wheel loads (Modified Texas Triaxial Check). According to the current FPS 21 User's Manual, the Mechanistic Design Check is not currently required for pavement design approval by TxDOT. The Modified Texas Triaxial Check has been mandated by TxDOT as the required final design verification for all flexible pavement designs developed for TxDOT maintained highways. If a selected pavement design does not meet the requirements of the final design check the user will be required to re-enter the previous analysis and choose a thicker pavement structure.

The basic FPS Design Process consists of the following basic steps:

1. Establish the necessary user inputs (user should note many require additional research and coordination to ensure precision of program results)
2. Generate initial trial pavement structures (at this stage user should allow a wide range of thicknesses to be produced in order to hone in on the best designs)
3. Generate final pavement structures (once a general pavement structure has been decided upon, a few iterations should be completed with a tighter range to establish best design)
4. Evaluate the selected design through the use the FPS included additional analysis routines Mechanistic Design Check or Modified Texas Triaxial Check (or both)

USER INPUTS FOR FPS-21

Basic Design Criteria

Length of Analysis Period (Year)

This criterion specifies the overall length of analysis utilized by the program in terms of interval of time between either reconstruction or major pavement rehabilitation efforts. Four (4) main design cases exist within this criterion including:

1. 20 year Analysis Period – Utilize for federally funded highways and most other on-system highways beginning with the date of anticipated opening to traffic (TxDOT recommended timeframe for typical usage on projects – most common)
2. 30 year Analysis Period – Utilize for urban arterial streets and expressways with established grade lines such that pavement will not likely be destroyed during the analysis period
3. 30 to 40 year Analysis Period – Utilize for projects that will be constructed with perpetual pavements
4. Short-Term Life Analysis Period – Utilize for temporary connections, detours and/or other short life expectancy projects where analysis period can be taken as equal to the expected life of the pavement or timeframe for usage (minimum 1 year)

The roadway on this project falls into the Design Case #1 – 20 year Analysis Period. This was utilized in the FPS program inputs.

Minimum Time to First Overlay (Year)

This criterion specifies minimum length of the initial performance period (period of time within the overall length of analysis until first overlay will be needed). This field is highly dependent on various factors including project funding (initial construction funds and maintenance funds), reasonableness (public/user delay considerations), and pavement structure type. Three (3) main design cases exist within this criterion including:

1. Based on Project Funding – If no maintenance funds will be available for the project (only initial construction funding), minimum time to first overlay will need to match the length of analysis period. If this is not the case and maintenance funds will be anticipated to be available, see Design Case #2 and #3.
2. Based on Reasonableness – The recommended minimum length of time to avoid overlaying the pavement too soon after construction based on public/user delay considerations is 8 to 10 years.
3. Based on Pavement Structure Type – For perpetual pavement types the recommended length of time to first overlay is 15 years. For all other pavement structures see Design Case #2.

The roadway on this project falls into the Design Case #2 – 10 year Minimum Time to First Overlay performance period. This was utilized in the FPS program inputs.

Minimum Time Between Overlays (Year)

This criterion specifies minimum length of time between overlays (performance periods). The effect of this variable is negligible in the FPS Design Mode and is simply recommended to utilize 8 years as the minimum (consistent with the recommendations noted in minimum time to first overlay). A period of 8 years was utilized in the FPS program inputs.

Design Confidence Level (A-B-C-D-E)

This criterion specifies the reliability of the quality of pavement. It is meant to address several pavement service qualifiers including variability in material quality, construction processes and forecasted traffic. It is a measure of the assurance that a given pavement structure will perform as desired. The choice of design confidence level should depend on the consequences of failing to provide the specified quality through the analysis period. The design confidence levels have been coded A through E from lowest to highest reliability level. The coding is as follows:

Code	Reliability Level	Suggested Usage Criteria
A	80%	1.0 Million *ESALs
B	90%	1.0 to 5.0 Million *ESALs
C	95%	> 5.0 Million *ESALs
D	99%	Used by exception (non-typical)
E	99.5%	Used by exception (non-typical)
* ESAL = Equivalent Single Axle Loads (See Traffic Data Section for further information)		

Table 6 – Reliability Level Codes and Suggested Usage Criteria

Based on the predicted number of ESALs (approximately 1 Million) a code B (reliability level of 90%) design confidence level was chosen for usage in FPS.

Initial Serviceability Index

This criterion specifies the quality of pavement directly after construction (initial state of pavement structure). The rating scale of pavement serviceability index (PSI) ranges from 0 to 5 with a rating of 0 being practically impassible and a rating of 5 being essentially perfectly smooth. In general, newly constructed pavements will be rated at a high level of serviceability and will decrease rating with time and traffic loading (pavement will become more distressed and rough). In addition it should be noted, the construction of a smooth highway will minimize dynamic axle loading and increase time to rehabilitation (performance period). Suggested values of initial serviceability index are recommended (based on the FPS User Guide) as follows:

Pavement Surface Type	Suggested Initial Serviceability Index
Surface Treatment	4.0
Thin HMA Surface (<4.0")	4.5
Thick HMA Surface (>4.0")	4.8

Table 7 – Pavement Surface vs. Initial Serviceability Index

Based on the noted recommendations, the pavement design for this roadway utilized a 4.5 initial serviceability index.

Final (Minimum) Serviceability Index

This criterion specifies the minimum quality of pavement to be provided within a performance period (also called the terminal serviceability). In terms of scaled pavement performance, this would constitute the lowest desirable condition before a rehabilitative effort (overlay) is required. This index value is based on degradation in terms of smoothness, friction coefficient, noise levels and overall appearance. In general, it is important that this value be selected at a level that will not be indicative of a public safety hazard and will not prove overly costly in terms of rehabilitative effort. It is recommended that minimum serviceability indices be utilized as follows:

Roadway Type	Suggested Final Serviceability Index
Major Routes & Highways of National Significance	3.0
All Other US, SH and FM Routes	2.5
Low Volume FM Routes (ADT<1000)	2.0

Table 8 – Roadway Type vs. Final Serviceability Index

Based on the noted recommendations, the pavement design for this roadway utilized a 2.5 final serviceability index.

Serviceability Index After Overlay

This criterion specifies the quality of pavement directly after construction of an overlay layer (after end of a performance period and prior to the next performance period). In general, it is the bounce-back value attained by performing rehabilitation on a pavement structure that has reached its final (minimum) serviceability index. The serviceability index after overlay should be rated somewhere between the initial serviceability value and the final (minimum) serviceability value. A value of 4.0 was utilized in the pavement design.

District Temperature Constant (Degrees Fahrenheit)

This criterion specifies the susceptibility of a pavement structure to thermal cracking. Temperature constants for each specific TxDOT District have been established based on weighted mean values of high and low daily temperatures over a ten year period. The proposed project is located in the Pharr District and therefore the temperature constant utilized in pavement design was 38 (based on TxDOT Pharr District recommendations).

Interest Rate (%)

This criterion specifies interest rate used in FPS to discount future expenditures (time based value of money). Future expenditures requiring invested funds may consist of overlays, maintenance and salvage value. A value of 6% was utilized in pavement design for all facilities (based on TxDOT Pharr District recommendations).

Program Controls

Maximum Funds Available for Initial Construction ($ / Square Yard)
This criterion can be utilized to act as a constraint or program control based on the limitations of funding (if funding is limited will act as a constraint and conversely if enough funds are available will act as a program control). In the case of this project, a value of $80 per SY was used (based on TxDOT Pharr District recommendations) to act as a program control in pavement design for all facilities (the value is set sufficiently high to facilitate and encourage maximum program output).

Maximum Total Thickness of Initial Construction (Inches)
This criterion can be utilized to act as a constraint or program control based on the limitations of thickness (this field can constrain design strategies to meet profile limitations and/or limit total designs in the output). In the case of this project, a value of 50 inches was used to act as a program control in pavement design for all facilities (the value is set sufficiently high to facilitate and encourage maximum program output).

Maximum Total Thickness of All Overlays (Inches)
This criterion can be utilized to act as a constraint or program control based on the limitations of thickness (this field can constrain design strategies to meet profile limitations). In the case of this project, a value of 2 inches was used to act as a program control in pavement design for all facilities (the value is set sufficiently high to facilitate and encourage maximum program output).

Traffic Data

Average Daily Traffic (ADT) at Beginning of 20 Years (Vehicles / Day)
This criterion specifies the average daily vehicular traffic (ADT) two-direction volume parameter at the beginning of a 20 year analysis period (should correspond to the year the facility will be opened to traffic after construction). In the special case of single direction frontage roads and ramps, this value is interchangeable as a one-direction volume parameter. It is used within FPS to generate user delay costs during overlays (at the end of performance periods) and in concert with the ending ADT to determine distribution of axle loading as a function of time.

The beginning ADT statistic utilized for this particular project was based on researched values of nearby on-system roadway facilities (TxDOT Traffic Count Base Maps) and general traffic counts retrieved (traffic count data retrieved for Eldora Road project in August 2014 by L&G). The values utilized in the FPS program for design of the pavement structures were as follows:

FPS Program – Project Inputs	
Roadway Description	**Beg. ADT (in Year 2015)**
Eldora Rd.	8,300

Table 9 – Beginning ADT used in FPS 21

Average Daily Traffic (ADT) at End of 20 Years (Vehicles / Day)

This criterion specifies the average daily vehicular traffic (ADT) two-direction volume parameter at the end of a 20 year analysis period. In the special case of single direction frontage roads and ramps, this value is interchangeable as a one-direction volume parameter. It is used within FPS to generate user delay costs during overlays (at the end of performance periods) and in concert with the ending ADT to determine distribution of axle loading as a function of time. It should be noted, within the FPS program ADT is assumed to increase (from beginning to end) linearly with time.

The ending ADT statistic utilized for this particular project was based on researched values of nearby on-system roadway facilities (TxDOT Traffic Count Base Maps) and general traffic counts retrieved (traffic count data retrieved for Eldora Road project in August 2014 by L&G). A growth factor of 1.1% was implemented into the calculation based on 2009 to 2013 growth of nearby on-system facilities (as referenced from TxDOT Traffic Count Base Maps). The values utilized in the FPS program for design of the pavement structures were as follows:

FPS Program – Project Inputs	
Roadway Description	**End. ADT (in Year 2035)**
Eldora Rd.	10,330

Table 10 – Ending ADT used in FPS 21

20-Year Cumulative 18-Kip ESALs for One Direction (Decimal Millions)

This criterion specifies the total accumulated amount of 18-Kip equivalent single axle loads (ESALs) over a 20-year analysis period based on one-direction (in FPS this must be entered by the user for a 20-year time period only regardless of actual analysis period – the program is equipped with an internal traffic equation to convert input value based on actual analysis period). The term equivalent single axle loads or ESALs is defined as the equivalent number of standardized load values generally converted from a mixed traffic condition (incorporating various axle configurations, axle loads, axle magnitudes and axle repetitions). By utilizing the value of ESALs, the user essentially provides the program with an overall single value representative of all traffic that will travel through the facility.

The 18-Kip ESAL (20 Year) statistic utilized for this particular project was based on a calculation utilizing the ADT values, % trucks, truck factor, directional distribution and growth rate. The values utilized in the FPS program for design of the pavement structures were as follows:

FPS Program – Project Inputs	
Roadway Description	**Total 18-Kip ESALs (Year 2015 to 2035)**
Eldora Rd.	1.01 Million

Table 11 – 18-Kip ESALs (Year 2015 to 2035) used in FPS 21

Average Approach Speed to the Overlay Zone (MPH)

This criterion specifies the approach speed of typical traffic entering and exiting the facility during a potential rehabilitation (generally represented by the posted speed limit). It is utilized by FPS to determine user delay costs through the overlay zone during overlay operations. The pavement design for the project utilized a value of 30 miles per hour (mph).

Average Speed through the Overlay Zone in Overlay Direction (MPH)

This criterion specifies the average speed of typical traffic through the facility during a potential rehabilitation in the overlay direction (generally represented by a reduced speed limit based on the operation). It is utilized by FPS to determine user delay costs through the overlay zone during overlay operations. The pavement design for the project utilized a value of 15 miles per hour (mph) (reduction of 15 mph for safety during construction activities).

Average Speed through the Overlay Zone in Non-Overlay Direction (MPH)

This criterion specifies the average speed of typical traffic through the facility during a potential rehabilitation in the non-overlay direction (generally represented by a reduced speed limit based on the operation). It is utilized by FPS to determine user delay costs through the overlay zone during overlay operations. The pavement design for the project utilized a value of 15 miles per hour (mph) (reduction of 15 mph for safety during construction activities).

Average Percentage of ADT Arriving Each Hour of Construction (%)

This criterion specifies an average percentage of the overall project ADT that will arrive each hour during the construction of an overlay. It is utilized by FPS to determine user delay costs through the overlay zone during overlay operations. The pavement design for the project utilized a value of 6% of the ADT for all facilities (as recommended for rural highways in the FPS 21 User's Manual).

Percentage of Trucks in the ADT (%)

This criterion specifies the percentage of trucks that will be present in the overall project ADT. It is utilized by FPS to determine user delay costs during overlay operations. The pavement design for the project utilized a value based on the type of roadway and typical values for similar projects. The values utilized in the FPS program for design of the pavement structures were as follows:

FPS Program – Project Inputs	
Roadway Description	**% of Trucks in ADT**
Eldora Rd.	5.0 %

Table 12 – % of Trucks in the ADT used in FPS 21

Construction & Maintenance Data

Minimum Overlay Thickness (Inches)

This criterion specifies the minimum overlay thickness for future overlays (to be placed after initial performance period – once Minimum Serviceability has been achieved). It is typically dictated by the aggregate gradation. It should be noted, the program includes a ½ inch level-up course during cost estimation; however this level-up is not considered part of the structure for strength calculations. The value utilized in the pavement design for this project was 1.5 inches based on a minimum predicted overlay thickness incorporating level-up.

Overlay Construction Time (Hours / Day)

This criterion specifies the anticipated construction time that would be necessary to complete overlay operations. It is used in calculating the number of cars affected by the operation which influences the traffic user delay cost. Typical values of daily construction time for overlay operations are 8 to 12 hours. The value utilized in the pavement design for this project was 10 hours per day based on typical local practice on TxDOT Pharr District roadway facilities.

Asphaltic Concrete Compacted Density (Tons / CY)

This criterion specifies the compacted density requirements of the asphaltic concrete pavement for overlays. This parameter influences the time required to properly place an overlay and as such affects the calculation of traffic user delay costs. Typical values of compacted density for overlays range from 1.90 to 2.10. The value utilized in the pavement design for this project was 2.05 Tons per CY based on a high density requirement for this corridor and typical local practice on TxDOT Pharr District roadway facilities.

Asphaltic Concrete Production Rate (Tons / Hour)

This criterion specifies the production and placement rate for an overlay. This parameter influences the time required to properly place an overlay and as such affects the calculation of traffic user delay costs. Typical values of ACP production rates for overlays range from 150 to 300 Tons per hour. The value utilized in the pavement design for this project was 200 Tons per hour based on typical local practice on TxDOT Pharr District roadway facilities.

Width of Each Lane (Feet)

This criterion specifies the width of overlay lanes and is utilized to calculate rate of overlaying (affecting potential delays of traffic). The value utilized in the pavement design for this project was 12 feet based on the typical project width of lanes.

First Year Routine Cost of Maintenance ($ / Lane-Mile)

This criterion specifies the average cost of routine maintenance after initial or structural overlay. The value highly affects the predicted life cycle cost of the facility. Values vary greatly statewide (anywhere from $50 to $500 per lane-mile). The value utilized in the pavement design for this project was $80 per lane-mile based on local data provided by TxDOT Pharr District.

Annual Incremental Increase in Maintenance Cost ($ / Lane-Mile)

This criterion specifies the annual incremental increase in maintenance cost during each year after an overlay operation (assumed to increase at a uniform rate). The value highly affects the

predicted life cycle cost of the facility. Values vary greatly statewide (anywhere from $10 to $200 per lane-mile). The value utilized in the pavement design for this project was $40 per lane-mile based on local data provided by TxDOT Pharr District.

Detour Design for Overlay

This criterion involves establishment of general detour design modeling with the goal of allowing the program to generate accurate user-delay related costs during overlay operations. This includes the program user to select an accurate detour model from the following methods:

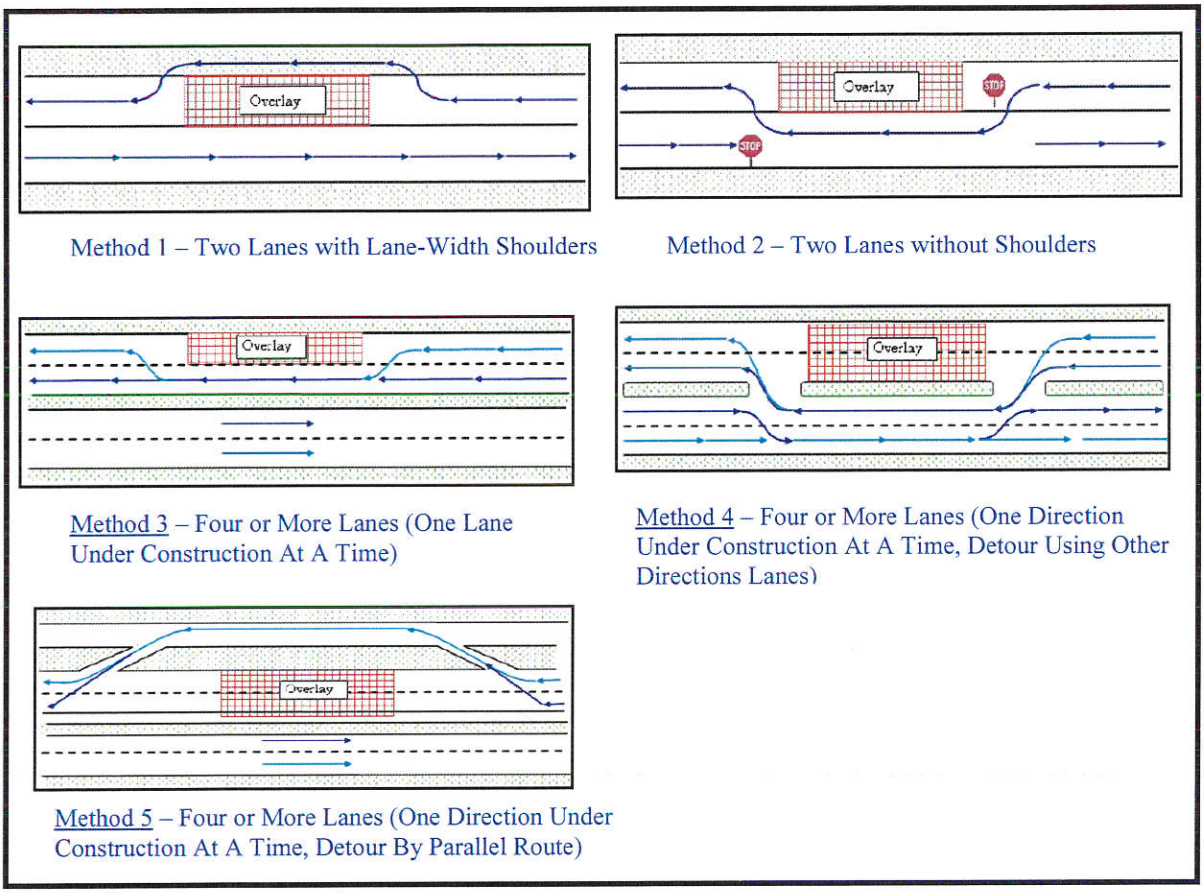


Figure 6 – Detour Design Overlay Methods

The method utilized in the pavement design for this project was Method 2 (2 Lanes w/ No Shoulders). In addition, the following input parameters were used for this project:

- Total Number of Lanes of the Facility – 2 Lanes
- Number of Lanes Open in the Overlay Direction – 0 Lane
- Number of Lanes Open in the Non-Overlay Direction – 1 Lanes
- Distance Traffic is Slowed in the Overlay Direction – 0.5 Miles
- Distance Traffic is Slowed in the Non-Overlay Direction – 0.5 Miles
- Detour Distance around the Overlay Zone – 0 Miles

Pavement Layer Material Inputs

Pavement Design Type (Basic Pavement Options)

This criterion allows the user to define a basic pavement design model from the six (6) main model options and additionally allows for construction of a user defined pavement cross section through a seventh option. The pavement design options are as follows:

1. Surface Treatment + Flexible Base over Subgrade
2. Asphalt Concrete Pave. (ACP) + Flexible Base over Subgrade
3. Asphalt Concrete Pave. (ACP) + Asphalt Stabilized Base over Subgrade
4. Asphalt Concrete Pave. (ACP) + Asphalt Stabilized Base + Flexible Base over Subgrade
5. Asphalt Concrete Pave. (ACP) + Flexible Base + Stabilized Subgrade over Subgrade
6. Structural Overlay Design
7. User Defined Design (User Defined Pavement X-Section)

The basic pavement design model utilized for this project was Option 5. This option models the general TxDOT typical section used locally on all transportation projects. The stabilized subgrade layer provides enhanced prevention of moisture intrusion into the base and also provides a platform from which to build your main roadway section.

Pavement Material Properties

After the 'Pavement Design Type' has been selected by the user, the program populates the basic material name and layering into the pavement design block. The user is now prompted to enter the Stiffness Modulus, E (in kips per square inch, ksi) and the Poisson's Ratio (%) for each given material type.

- Elastic Modulus (Stiffness), E – This value characterizes the average stiffness of a given material/layer (stress versus strain). Variance in values can be attributed to typical construction process, inherent material variability and effects of environment and traffic loading. Typically, for roadways that will be replaced/rehabilitated where existing facilities are present, back-calculation of moduli from Falling Weight Deflectometer (FWD) data will provide the best specific project level values. In our case, no FWD data was available and values were selected based on TxDOT Pharr District typical values used (local experience) for the upper layers such as the ACP/HMAC, Stabilized Flexible Base and Stabilized Subgrade. The underlying in-situ subgrade was modeled as a 'Poor' description code referencing the FPS 21 Design Help Manual and based on geotechnical information collected (Material Type, TCP field testing, etc.). In addition, FWD data from intersecting roadways was provided by TxDOT. The data was reviewed, cross-checked and incorporated into the analysis. The Stiffness Modulus values selected for this project were as follows:
    - Asphalt Concrete Pavement (ACP) – 500 ksi
    - Flexible Base (Stabilized) – 45 ksi
    - Subgrade (Stabilized) – 35 ksi
    - Subgrade (In-Situ) – 8 ksi

- Poisson's Ratio – This ratio expresses the measure of a materials vertical compression (axial strain) in a singular direction versus the resulting horizontal expansion (transverse strain) in the perpendicular directions. Poisson's ratio values selected for this project were as follows in accordance with typical values provided in FPS 21 Design Help menus and TxDOT Pharr District typically used values/preferences:
    - Asphalt Concrete Pavement (ACP) – 0.35
    - Flexible Base (Stabilized) – 0.30
    - Subgrade (Stabilized) – 0.35
    - Subgrade (In-Situ) – 0.40

Pavement Layer Information (Cost, Constraints, Salvage)

In addition to the 'Pavement Material Properties' the table for pavement material inputs contains fields for Cost of Material per Cubic Yard, Constraints (Minimum Allowable Thickness and Maximum Allowable Thickness of Each Layer – Initial Construction) and Material's Salvage Value as a Percentage of Original Cost.

- Cost of Material per Cubic Yard (CY) – This value is utilized within the FPS program to measure in-place costs of pavement structures (initial construction, overlay construction and salvage return). For this project, this information was selected based on the latest updated bid tab information from the TxDOT website (www.txdot.gov) for the local area and statewide (where possible used the local 3-month project letting information to estimate costs, otherwise used the 12-month averages). The resulting information utilized for this project (all facilities) was as follows:
    - Asphalt Concrete Pavement (ACP) – $144.00 per CY
    - Flexible Base (Stabilized) – $31.00 per CY
    - Subgrade (Stabilized) – $15.00 per CY
    - Subgrade (In-Situ) – $2.00 per CY

- Constraints (Minimum and Maximum Layer Thicknesses) – These values are utilized within the FPS program to limit the output (to remove the possibility of impractical pavement sections). For this project, the following depths were selected:
    - Asphalt Concrete Pavement (ACP) – Min. Depth = 1.5 in., Max Depth = 4.0 in.
    - Flexible Base (Stabilized) – Min. Depth = 8.0 in., Max Depth = 12.0 in.
    - Subgrade (Stabilized) – Min. Depth = 12.0 in., Max Depth = 12.0 in.
    - Subgrade (In-Situ) – N/A (Any number entered – does not affect result)

    The selection of the ACP constraints was based on providing the minimum and maximum depths considered practicable (without exceeding the maximum depth representing the 'Initial Serviceability Index' previously selected). The selection of the Flexible Base constraints was based on attaining no less than 8 inch thickness (typical minimum thickness as per TxDOT local practice), but then allowing the program to show various thicknesses above the minimum that may assist in reduction of ACP thickness (the policy was to be heavy on Flexible Base and possibly lighter on ACP due to the fact that the ACP layer could always be overlaid in the future if required). The Stabilized Subgrade layer was constrained to a 12 inch thickness (typical thickness as per TxDOT local practice).

- Material's Salvage Value (% of Original Cost) – These values are utilized within the FPS program to contribute to the life cycle cost analysis (working with the 'Cost of Material'). The values selected for this project (all facilities) represent typical TxDOT local practice and history of projects in the area:
    - Asphalt Concrete Pavement (ACP) – 90%
    - Flexible Base (Stabilized) – 85%
    - Subgrade (Stabilized) – 90%
    - Subgrade (In-Situ) – 90%

SECTION III – FLEXIBLE PAVEMENT SYSTEM (FPS) OUTPUT

Flexible Pavement System Output

Once all of the input parameters are placed into the FPS-21 software program as described in Section II, the user can run the program to generate pavement designs. The output screen delivered by FPS-21 will organize the results into the 'Best Design No.' based on lowest total cost per square yard ($/SY) needed to meet the requirements of the run. The results will note:

- Material Arrangement – the program will provide arrangement of material layers in pavement structure based on layer codes assigned by the program (i.e. ABC, ABCD, etc.)
- Total Cost – the program will calculate initial construction cost, overlay construction cost (if applicable), user cost, routine maintenance cost and salvage value of the pavement section to determine overall total cost per square yard ($/SY)
- No. of Layers – the program will display the # of material layers in each pavement structure design
- Layer Depths (inches) – the program will provide depth requirements for each layer in each pavement structure design (these will vary based on changes on cost, performance periods, and overlay requirements)
- No. of Performance Periods – the program calculates the number of performance periods based on any required overlays within the given design life of the pavement (i.e. if no overlay is required based on the design pavement section the No. of Performance Periods is 1; if a single overlay is required based on the design pavement section the No. of Performance Periods is 2; etc.)
- Performance Time (years) – the program will generate the performance time in years of the design pavement structure and/or time to overlay (performance time per performance period) (the final performance time in years will be at or greater than the given design life of the pavement)
- Overlay Policy (inches) – the program will calculate and provide the necessary overlay thickness if an overlay is required (including any level-up)

FPS 21 Output for Mainlanes

The results of the FPS-21 output for the project input parameters, as specified in Section II, provided 1 'Best Design' strategy and internally analyzed a total of 30 feasible designs. All designs utilized a 3 Layer – ABC (ACP + FLEX BASE + STAB SBGR OVER SUBGRADE) material arrangement as specified by the input parameters. The full results of the design can be found in the FPS-21 output in Appendix C. The following table presents the FPS-21 output:

	Summary of Best Design Strategies (Arranged By Total Cost - Low to High)					
	1	2	3	4	5	6
MATERIAL ARRANGEMENT	ABC					
INIT. CONST. COST	17.89					
OVERLAY CONST. COST	0.00					
USER COST	0.00					
ROUTINE MAINT. COST	0.66					
SALVAGE VALUE	-4.91					
TOTAL COST	13.64					
NUMBER OF LAYERS	3					
LAYER DEPTH (INCHES)						
D(1) - ACP	1.5					
D(2) - FLEX BASE	8					
D(3) - STAB SBGR	12					
NO.OF PERF.PERIODS	1					
PERF. TIME (YEARS)						
T(1)	32					
T(2)						
OVERLAY POLICY(INCH)						
(INCLUDING LEVEL-UP)						
O(1)						
Mod. TX Triaxial Pass	Yes					

Table 13 – FPS-21 Output (1 – 'Original Design' & 2 – 'Final Design')

Based on the presented data from the table and Appendix E, **L&G** recommends Pavement Design 1 for utilization on this project. As per the FPS 21 output, the recommended design will not require an overlay within its design life, and will provide a design life of 32 years. It should be noted, however, based on our experience with pavement designs in practical environments under realistic usage, it is very uncommon for a pavement design to not necessitate at least a single overlay within a 20 year design life.

Modified Texas Triaxial Check

The last step in verifying suitability of a recommended FPS-21 pavement design is the computation of the FPS-21 provided design thickness of the chosen run versus the Triaxial thickness required. The Modified Texas Triaxial Check has been mandated by TxDOT as the required final design verification for all flexible pavement designs developed for TxDOT maintained highways. The results of the analysis are utilized to determine the minimum amount of material, better than the subgrade, required to prevent shear failure of the subgrade and to ensure the base materials are not over-stressed. If a selected pavement design does not meet the requirements of the final design check the user will be required to re-enter the previous analysis and choose a thicker pavement structure. The user inputs are as follows:

Average Ten Heaviest Wheels Loads Daily (ATHWLD) & % of Tandem Axles

These criteria specify the average ten heaviest wheel loads daily (ATHWLD) and percentage of tandem axles that will be present in the overall project ADT. The Triaxial verification for the project utilized values as are typical for roadways of this type and classification. The values utilized in the FPS program for design of the pavement structures were as follows:

FPS Program – Project Inputs (Texas Triaxial)		
Roadway Description	**ATHWLD**	**% of Tandem Axles**
Eldora Rd.	10,800 lb	50 %

Table 14 – ATHWLD & % of Tandem Axles used in FPS-21 - Texas Triaxial Check

Subgrade Texas Triaxial Class (TTC)

This criterion represents a soil strength number of the underlying non-stabilized subgrade in the area of the proposed project. In general, values will typically range from 3.0 (sandy/gravel subgrade to 6.5 (extremely weak clay/plastic soils). Within the FPS-21 program there are three (3) main options for establishment of the TTC as follows:

- Option 1 – Require the designer to input the value based on laboratory tests (Tex-117-E), historic laboratory data, and/or experience
- Option 2 – Allow the user to estimate TTC based on the soil Plasticity Index (PI) from laboratory data (user will enter PI into FPS-21 and program will automatically calculate parameter)
- Option 3 – Allow the user to reference the county wide USCS maps and estimate TTC based on a percentage of a given soil most prevalent within the project

For this project, we utilized Option 2 and entered a general and average worst case PI of 30 as referenced from Section I of this report which resulted in a TTC of 5.57. This value was used for Triaxial verification of the total length of roadway.

Modified Cohesiometer Value (Cm)

This criterion represents a modification to the load spreading capabilities of the pavement structure above a subgrade based on proposed improvements including surface layers, treated base layers, and treated subgrade layers. A cohesiometer value is selected from a list generated by FPS-21 based on the best material modification or geometry. For the Triaxial verification a Cm value of 300 was selected based on thickness of the Lime Treated Base. The values are used in concert with a 'Thickness Reduction Chart for Stabilized Layers' built into the FPS-21 program to determine Allowable Thickness Reduction of the Triaxial Thickness Required.

Texas Triaxial Check Output

The Final Recommended Design met all requirements of this item. The full results of the Texas Triaxial Check can be found in the Texas Triaxial Design Check Output sheets in Appendix C.

SECTION IV – CONCLUSIONS & RECOMMENDATIONS

Conclusions & Recommendations

The recommended pavement designs for the SPC project are as follows:

1.5 inches – Asphalt Concrete Pavement (ACP) (Dense Graded Mix)
Incl. a One-Course Surface Treatment set atop the Flexible Base
8 inches – Flexible Base (Caliche) with Lime Treatment (TxDOT TY E GR 4) or
Alternate – Flexible Base (Limestone) (TxDOT TY A GR 1)
12 inches – Lime Stabilized Subgrade (See Section I for % Lime Rec.)

- Pavement Structure Material Recommendations

  - Asphaltic Concrete Pavement (ACP) – This item shall meet the requirements of the current TxDOT 2014 Specification Item 341 (Dense-Graded Hot-Mix Asphalt). In addition, the item shall meet the requirements of the current TxDOT Pharr District General Notes. We recommend the 1.5 inches (minimum) be constructed of a Type D hot mix asphalt pavement with a Surface Aggregate Classification A (SAC A) and Performance Grade Binder 64-22 (PG-64-22).
  - One-Course Surface Treatment – This item shall meet the requirements of the current TxDOT 2014 Specification Item 316 (Surface Treatments). In addition, the item shall meet the requirements of the current TxDOT Pharr District General Notes. We recommend selection of asphalt cement (or emulsified asphalt) and aggregate be based on the season of application and type of application.
  - Flexible Base (Caliche) with Lime Treatment – This item shall meet the requirements of the current TxDOT 2014 Specification Item 247 (Flexible Base). In addition, the item shall meet the requirements of the current TxDOT Pharr District General Notes. We recommend a Type E Grade 4 flexible base be used for this project composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) which may contain stone, conglomerate, gravel, sand or granular materials when these materials are in-situ with the caliche. The flexible base TY E GR 4 shall meet the gradation and strength requirements prior to the addition of any admixtures as follows:

Gradation - Sieve Size	Percent Retained on Sieve
2"	0%
$^{1}/_{2}$"	20-60%
No. 4	40-75%
No. 40	70-90%
Laboratory Test	**Limit Values**
Max. PI:	15
Max. Wet Ball PI:	15

Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 PSI Lateral Pressure
Triaxial Test	Tex-117-E

Table 15 – Flexible Base (TY E GR 4) Requirements

We recommend, in accordance with the requirements of the TxDOT Pharr District General Notes, that a minimum 2% lime (by weight) be incorporated into the flexible base. Lime treatment shall be performed in compliance with the requirements of TxDOT 2014 Specification Item 260 (Lime Treatment (Road-Mixed)) or Item 263 (Lime Treatment (Plant-Mixed)). We further recommend the flexible base be constructed in lifts of maximum thickness of 6 inches compacted (8 inches loose).

Flexible base shall be compacted in the field to a minimum 98 percent of the maximum dry density as determined by Tex-113-E / Tex-121-E (and tested in the field in accordance and compliance with Tex-115-E).

- Alternate – Flexible Base (Limestone) – This item shall meet the requirements of the current TxDOT 2014 Specification Item 247 (Flexible Base). In addition, the item shall meet the requirements of the current TxDOT Pharr District General Notes. We recommend as an alternate Type A Grade 1 flexible base be used for this project composed of limestone. The flexible base TY A GR 1 shall meet the gradation and strength requirements as follows:

Gradation - Sieve Size	Percent Retained on Sieve
1 ¾"	0%
7/8"	10-35%
3/8"	30-50%
No. 4	45-65%
No. 40	70-85%
Laboratory Test	**Limit Values**
Max. PI:	10
Max. Liquid Limit:	35
Wet Ball Mill Max Amount:	40
Min. Comp. Strength PSI:	45 at 0 PSI Lateral Pressure 175 at 15 PSI Lateral Pressure
Triaxial Test	Tex-117-E

Table 16 – Flexible Base (TY A GR 1) Requirements

We recommend the flexible base be constructed in lifts of maximum thickness of 6 inches compacted (8 inches loose). Flexible base shall be compacted in the field to a minimum 98 percent of the maximum dry density as determined by Tex-113-E / Tex-121-E (and tested in the field in accordance and compliance with Tex-115-E).

- Lime Stabilized Subgrade – This item shall meet the requirements of the current TxDOT 2014 Specification Item 260 (Lime Treatment (Road-Mixed)). In addition, the item shall meet the requirements of the current TxDOT Pharr District General Notes. We recommend percentages of lime for stabilization as specified in Section I – Lime Series Testing. The existing in-situ subgrade and lime should be blended with a mixing device such as a pulverizer or mixer to produce a homogeneous soil. Upon completion of mixing, the lime stabilized subgrade shall meet the gradation requirements of the aforementioned TxDOT item. Lime stabilized subgrade shall be compacted in the field to a minimum 95 percent of the maximum dry density as determined by Tex-114-E / Tex-121-E (and tested in the field in accordance and compliance with Tex-115-E).

References

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2. TxDOT, 2012, "Geotechnical Manual,,, Austin, TX

3. Bureau of Economic Geology, 1976, "Geologic Atlas of Texas, McAllen-Brownsville Datasheet,,, Austin, TX.

4. Williams, Dewayne, et. al., 1977, "Soil Survey of Hidalgo County, Texas,,, Washington, D.C.

5. American Society of Testing Materials, Volume 04.08, Soil and Rock (I): D420- D5779 March 2003.

6. TxDOT, 2005, "100-E, Soils & Aggregates Test Procedures,,, Austin, TX.

7. TxDOT, 2014, "Standard Specification for the Construction of Highways, Streets, and Bridges,,, Austin, TX.

8. TxDOT Construction Division, 2005, "Guidelines for Treatment of Sulfate-Rich Soils and Bases in Pavement Structures,,, Austin, TX.

9. TxDOT Pharr District, 2015, "TxDOT Pharr District Master General Notes,, (Updated 3-17-2015), Pharr, TX

10. TxDOT Pharr District, 2012, Memo of "Cement/Lime Usage Guidelines,, from Pharr District Staff Construction Meeting in May 2012, Pharr, TX

11. TxDOT Pharr District, 2012, Memo of "Pharr District Pavement Design Strategy,, from TxDOT Pharr District Staff July 2012, Pharr, TX

12. TxDOT and Texas Transportation Institute (TTI), 2011, "Flexible Pavement Design System FPS 21: User's Manual,,, Austin, TX

13. TxDOT – Traffic Count Base Maps (2009 to 2013) from http://www.txdot.gov/inside-txdot/division/transportation-planning/maps.html

14. L&G Engineering – Traffic Count Data for Eldora Rd. (Aug. 2014) (Reference Internal Study for Project Feasibility)

APPENDICES

Appendix A – Figures/Exhibits

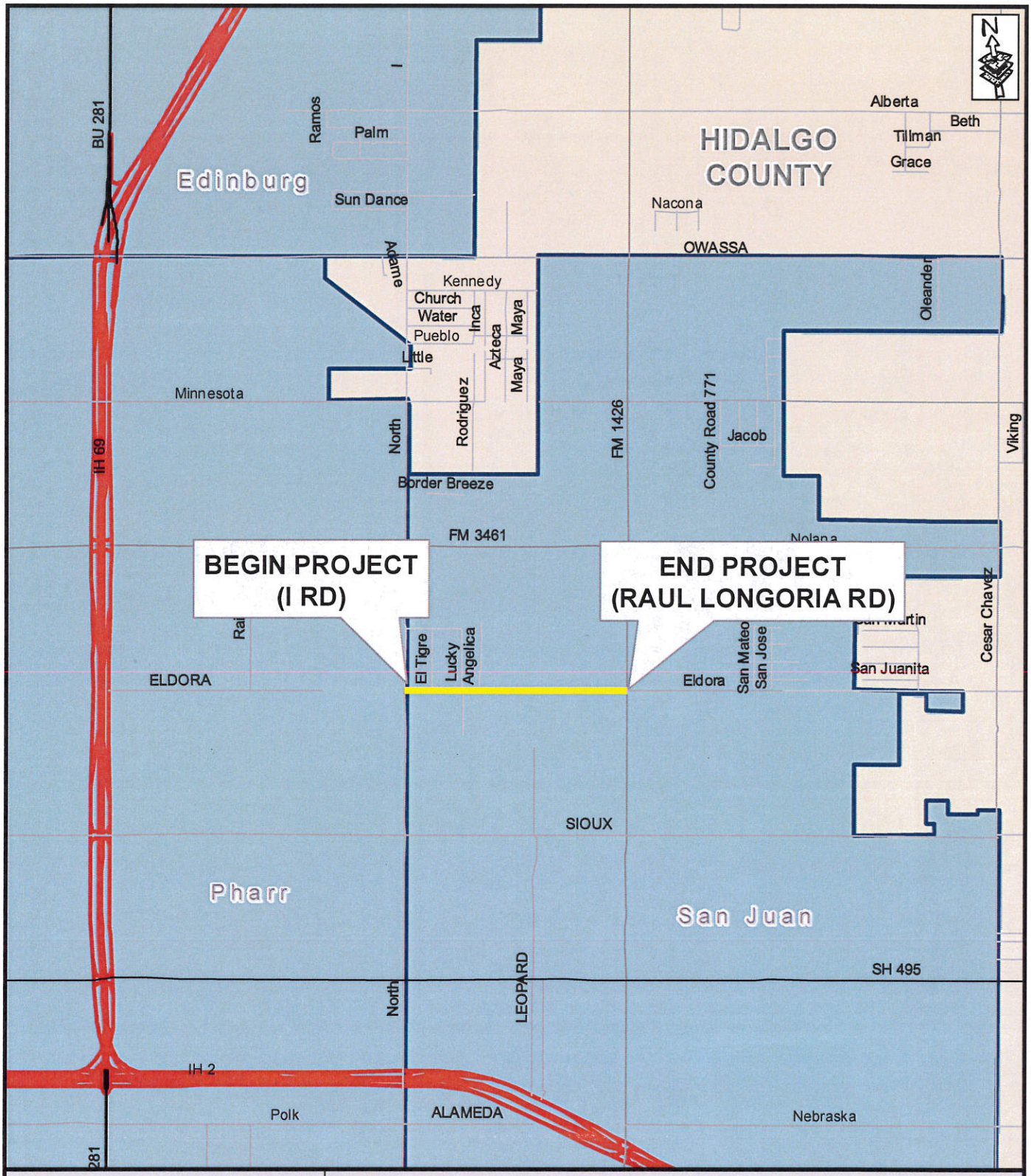


Figure 1

Hidalgo Co. Precinct #2
Eldora Road
Pavement Design
Location Map

Legend

- Interstate
- US Highway
- State Highway
- FM Roadway
- Off-System Roadway
- City
- County

2,500 Feet

1 inch = 2,500 feet

LAC Consulting Engineers, Inc.

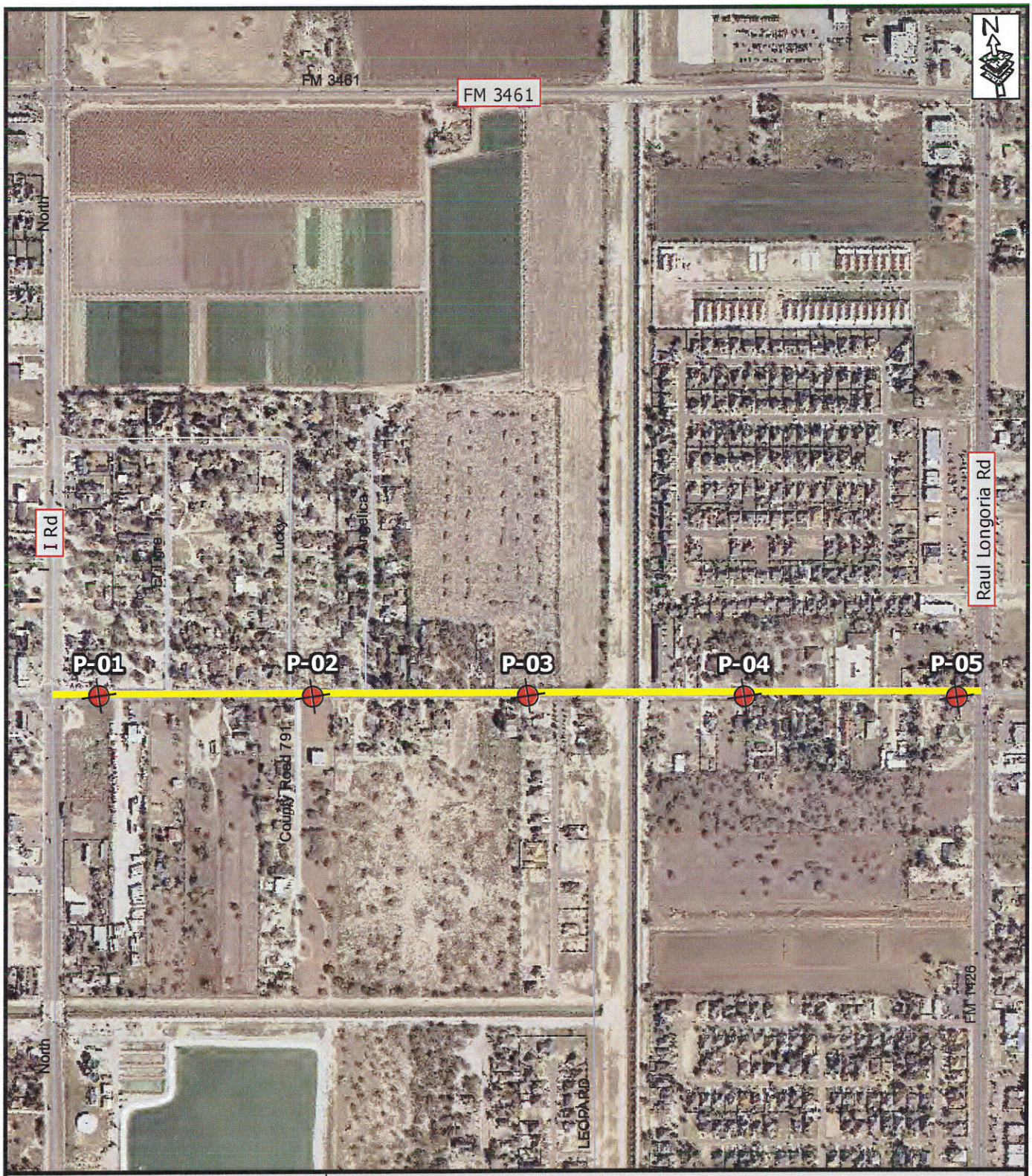


Figure 1

Hidalgo Co. Precinct #2
Eldora Road
Pavement Design
Boring Location Map

Legend

Pavement Boring Site Location

600 Feet

1 inch = 600 feet

LAC Consulting Engineers, Inc.



Figure 3
Hidalgo Co. Precinct #2
Eldora Road
Pavement Design
Soil Classification Map
USDA SOIL CONSERVATION SERVICE

Legend

52 Raymondville Clay Loam
(0 to 1 Percent Slopes)

1,200
Feet
1 inch = 1,200 feet

LAG Consulting Engineers, Inc.

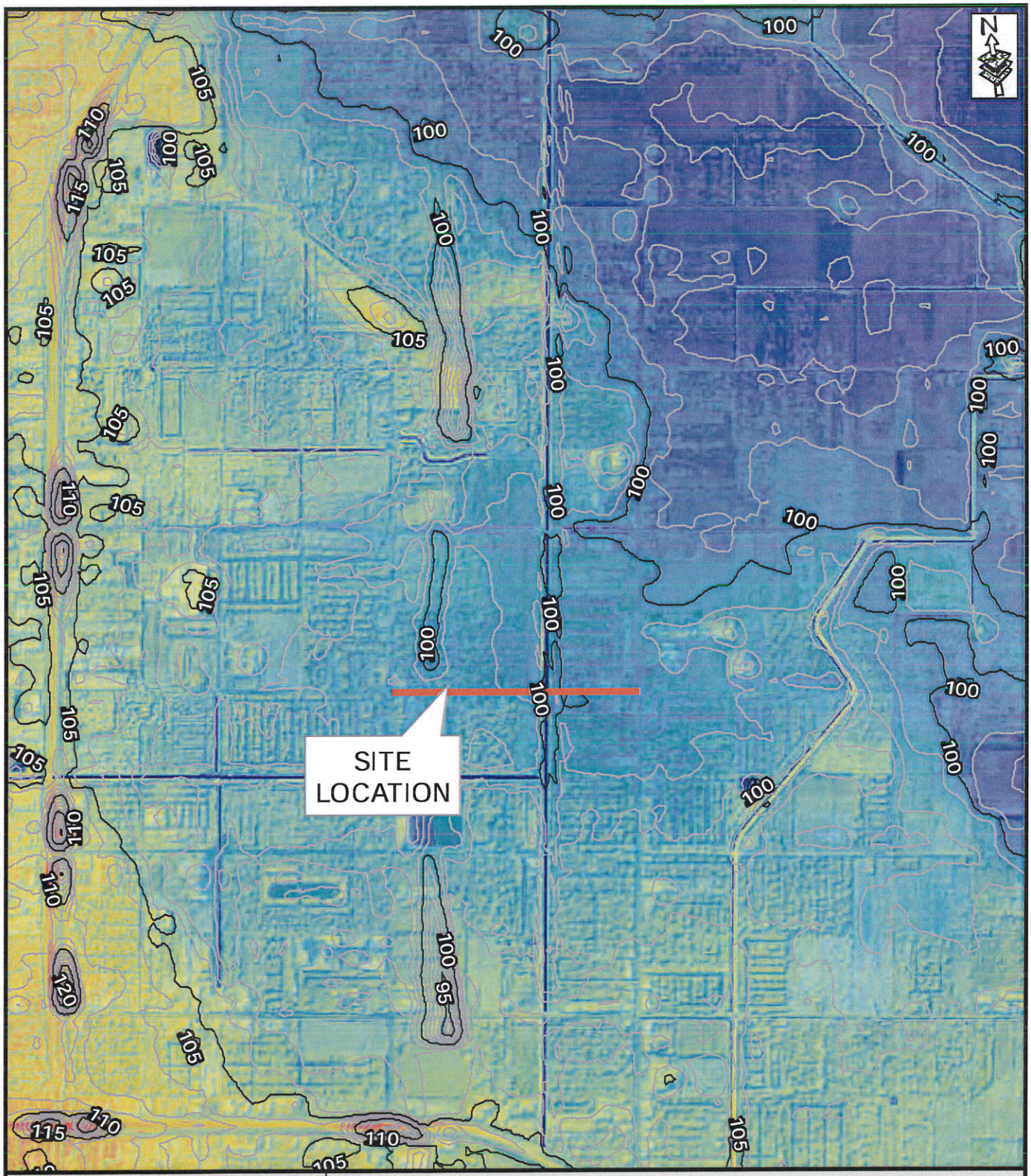


Figure 4

Hidalgo Co. Precinct #2
Eldora Road
Pavement Design
Digital Elevation Map

Legend

5ft Contours

1ft Contours

High

Low

2,500 Feet

1 inch = 2,500 feet

L&G Consulting Engineers, Inc.

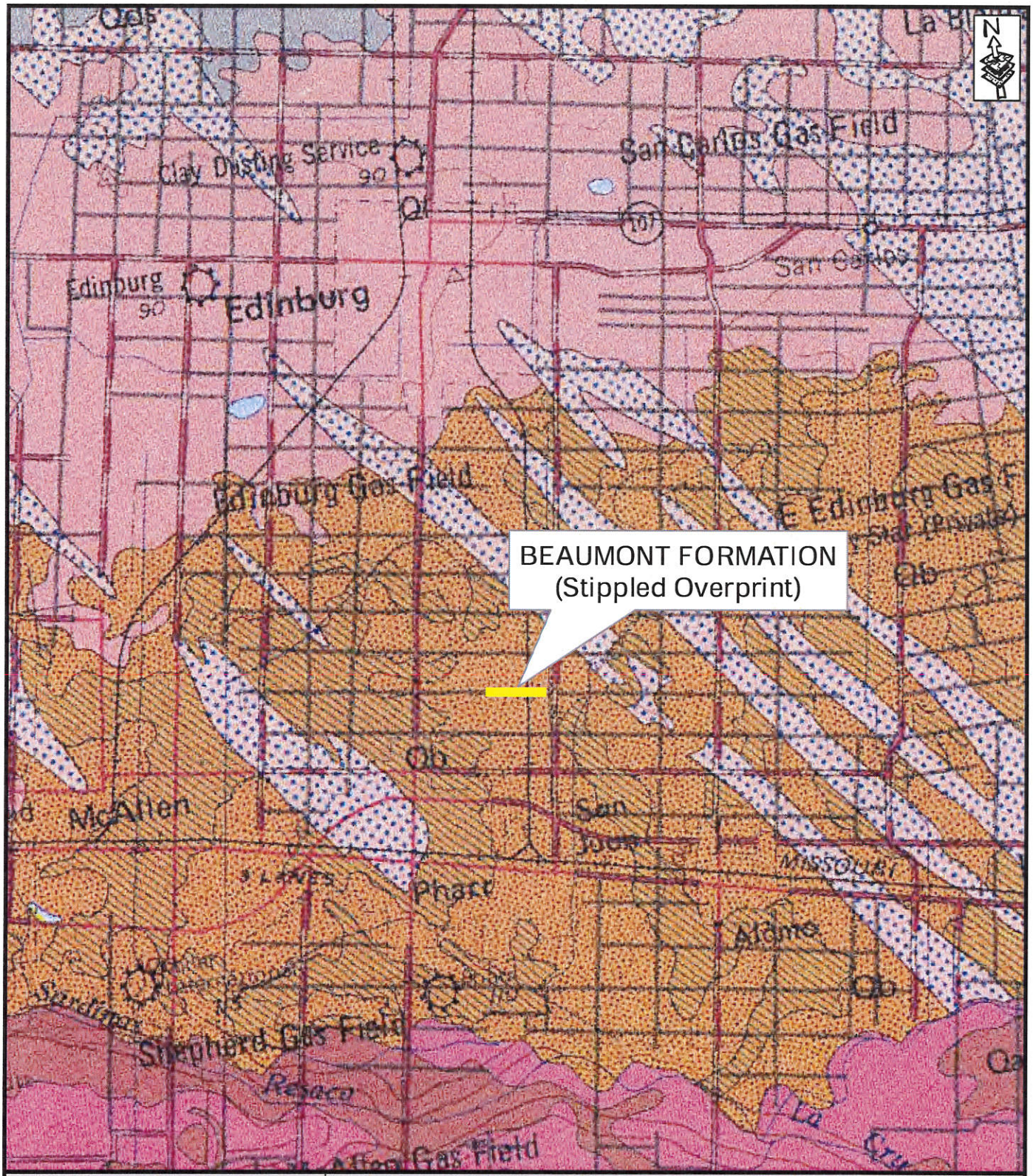


Figure 5
Hidalgo Co. Precinct #2
Eldora Road
Pavement Design
Geologic Atlas of Texas
McAllen - Brownsville Sheet

Legend

Site Location

10,000 Feet

1 inch = 10,000 feet

LAG Consulting Engineers, Inc.

Appendix B – Boring Logs & Geotechnical Testing

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

L&G Engineering Laboratory LLC
2100 W. Expressway 83
Mercedes TX 78570
Telephone: 956-565-0760

KEY TO SYMBOLS

CLIENT Hidalgo County Precinct 2 **PROJECT NAME** Eldora Rd

PROJECT NUMBER GL15014 **PROJECT LOCATION** Hidalgo County

LITHOLOGIC SYMBOLS
(Unified Soil Classification System)

- CH: USCS High Plasticity Clay
- CL: USCS Low Plasticity Clay
- SC: USCS Clayey Sand

SAMPLER SYMBOLS

- Standard Penetration Test

WELL CONSTRUCTION SYMBOLS

ABBREVIATIONS

LL - LIQUID LIMIT (%)
PI - PLASTIC INDEX (%)
W - MOISTURE CONTENT (%)
DD - DRY DENSITY (PCF)
NP - NON PLASTIC
-200 - PERCENT PASSING NO. 200 SIEVE
PP - POCKET PENETROMETER (TSF)
TV - TORVANE
PID - PHOTOIONIZATION DETECTOR
UC - UNCONFINED COMPRESSION
ppm - PARTS PER MILLION

- Water Level at Time Drilling, or as Shown
- Water Level at End of Drilling, or as Shown
- Water Level After 24 Hours, or as Shown

KEY TO SYMBOLS - GINT STD US LAB.GDT - 8/6/15 11:09 - L:\GINT\PROJECTS\HIDALGO CO. PCT. 2 - ELDORA RD.GPJ

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

L&G Engineering Laboratory LLC
2100 W. Expressway 83
Mercedes TX 78570
Telephone: 956-565-0760

BORING NUMBER P-01

CLIENT Hidalgo County Precinct 2
PROJECT NAME Eldora Rd
PROJECT NUMBER GL15014
PROJECT LOCATION Hidalgo County
DATE STARTED 7/29/15 **COMPLETED** 7/29/15
GROUND ELEVATION 107 ft **HOLE SIZE** 4 inches
DRILLING CONTRACTOR L&G Engineering Laboratory
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING --- No Waterstrike Encountered
LOGGED BY J. Sinclair **CHECKED BY** David A. Saenz, P.E.
AT END OF DRILLING ---
NOTES GPS 26°13'25.30"N, 98°09'42.20"W (Approx. Elev.)
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0.0		(CL) Lean Clay w/ Sand, Brown, w/ Black Mottles, w/ Gypsum, Medium Stiff, Dry	SPT 1		3-4-3 (7)			24	40	16	24	
2.5			SPT 2		2-3-5 (8)			23				82
5.0		(CH) Fat Clay, Brown, w/ Black Mottles, w/ Gypsum, Medium Stiff to Stiff, Dry	SPT 3		2-3-4 (7)			25	61	22	39	
7.5			SPT 4		2-4-4 (8)			26				90
10.0			SPT 5		3-4-6 (10)			21				
		Bottom of borehole at 10.0 feet.										

GEOTECH BH COLUMNS - GINT STD US LAB.GDT - 8/6/15 11:16 - L:\GINT\PROJECTS\HIDALGO CO. PCT. 2 - ELDORA RD.GPJ

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

L&G Engineering Laboratory LLC
2100 W. Expressway 83
Mercedes TX 78570
Telephone: 956-565-0760

BORING NUMBER P-02

CLIENT Hidalgo County Precinct 2 **PROJECT NAME** Eldora Rd

PROJECT NUMBER GL15014 **PROJECT LOCATION** Hidalgo County

DATE STARTED 7/29/15 **COMPLETED** 7/29/15 **GROUND ELEVATION** 107 ft **HOLE SIZE** 4 inches

DRILLING CONTRACTOR L&G Engineering Laboratory **GROUND WATER LEVELS:**

DRILLING METHOD Solid Stem Auger **AT TIME OF DRILLING** --- No Waterstrike Encountered

LOGGED BY J. Sinclair **CHECKED BY** David A. Saenz, P.E. **AT END OF DRILLING** ---

NOTES GPS 26°13'23.90"N, 98°09'31.70"W (Approx. Elev.) **AFTER DRILLING** ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0.0		(CH) Sandy Fat Clay, Dark Brown, w/ Traces of Small Roots, Stiff, Dry	SPT 1		3-4-5 (9)			21				70
2.5		(CH) Fat Clay w/ Sand, Brown, w/ Black Mottles, w/ Gypsum, Medium Stiff to Stiff, Dry	SPT 2		3-4-4 (8)			24	57	19	38	
5.0			SPT 3		2-3-4 (7)			22				
7.5			SPT 4		2-4-6 (10)			20				83
10.0		(CL) Lean Clay w/ Sand, Brown, w/ Black Mottles, w/ Gypsum, Stiff, Dry	SPT 5		4-6-7 (13)			20	48	16	32	
		Bottom of borehole at 10.0 feet.										

GEOTECH BH COLUMNS - GINT STD US LAB.GDT - 8/6/15 11:17 - L:\GINT\PROJECTS\HIDALGO CO. PCT. 2 - ELDORA RD.GPJ

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

L&G Engineering Laboratory LLC
2100 W. Expressway 83
Mercedes TX 78570
Telephone: 956-565-0760

BORING NUMBER P-03

CLIENT Hidalgo County Precinct 2
PROJECT NAME Eldora Rd
PROJECT NUMBER GL15014
PROJECT LOCATION Hidalgo County
DATE STARTED 7/29/15 **COMPLETED** 7/29/15
GROUND ELEVATION 105 ft **HOLE SIZE** 4 inches
DRILLING CONTRACTOR L&G Engineering Laboratory
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING --- No Waterstrike Encountered
LOGGED BY J. Sinclair **CHECKED BY** David A. Saenz, P.E.
AT END OF DRILLING ---
NOTES GPS 26°13'22.40"N, 98°09'21.40"W (Approx. Elev.)
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0.0		(CL) Sandy Lean Clay, Dark Brown, w/ Calcareous Nodules, Medium Stiff to Stiff, Dry	SPT 1		7-7-6 (13)			14	39	15	24	
2.5			SPT 2		5-4-3 (7)			18				66
5.0		(SC) Clayey Sand, Fat, Brown, w/ Calcareous Nodules, w/ Gypsum, Medium Dense, Dry	SPT 3		3-5-7 (12)			19	52	16	36	
7.5			SPT 4		3-5-7 (12)			19				
10.0			SPT 5		4-5-7 (12)			18				46
		Bottom of borehole at 10.0 feet.										

GEOTECH BH COLUMNS - GINT STD US LAB.GDT - 8/6/15 11:17 - L:\GINT\PROJECTS\HIDALGO CO. PCT. 2 - ELDORA RD.GPJ

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

L&G Engineering Laboratory LLC
2100 W. Expressway 83
Mercedes TX 78570
Telephone: 956-565-0760

BORING NUMBER P-04

CLIENT Hidalgo County Precinct 2 **PROJECT NAME** Eldora Rd

PROJECT NUMBER GL15014 **PROJECT LOCATION** Hidalgo County

DATE STARTED 7/29/15 **COMPLETED** 7/29/15 **GROUND ELEVATION** 105 ft **HOLE SIZE** 4 inches

DRILLING CONTRACTOR L&G Engineering Laboratory **GROUND WATER LEVELS:**

DRILLING METHOD Solid Stem Auger **AT TIME OF DRILLING** --- No Waterstrike Encountered

LOGGED BY J. Sinclair **CHECKED BY** David A. Saenz, P.E. **AT END OF DRILLING** ---

NOTES GPS 26°13'21.00"N, 98°09'11.20"W (Approx. Elev.) **AFTER DRILLING** ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0.0		(CL) Lean Clay w/ Sand, Dark Brown, w/ Calcareous Nodules, Stiff, Dry	SPT 1		6-6-5 (11)			18	45	15	30	
2.5		(CL) Lean Clay w/ Sand, Brown, w/ Gypsum, Medium Stiff to Stiff, Dry	SPT 2		3-5-5 (10)			18				
5.0			SPT 3		2-4-5 (9)			22				84
7.5			SPT 4		2-3-4 (7)			22	43	14	29	
10.0		(CL) Sandy Lean Clay, Brown, w/ Gypsum, Medium Stiff, Dry	SPT 5		2-3-3 (6)			19				60

Bottom of borehole at 10.0 feet.

GEOTECH BH COLUMNS - GINT STD US LAB.GDT - 8/6/15 11:17 - L:\GINT\PROJECTS\HIDALGO CO. PCT. 2 - ELDORA RD.GPJ

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

L&G Engineering Laboratory LLC
2100 W. Expressway 83
Mercedes TX 78570
Telephone: 956-565-0760

BORING NUMBER P-05

CLIENT Hidalgo County Precinct 2
PROJECT NAME Eldora Rd
PROJECT NUMBER GL15014
PROJECT LOCATION Hidalgo County
DATE STARTED 7/29/15 **COMPLETED** 7/29/15
GROUND ELEVATION 105 ft **HOLE SIZE** 4 inches
DRILLING CONTRACTOR L&G Engineering Laboratory
GROUND WATER LEVELS:
DRILLING METHOD Solid Stem Auger
AT TIME OF DRILLING --- No Waterstrike Encountered
LOGGED BY J. Sinclair **CHECKED BY** David A. Saenz, P.E.
AT END OF DRILLING ---
NOTES GPS 26°13'19.50"N, 98°09'01.00"W (Approx. Elev.)
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES CONTENT (%)
0.0		(CL) Lean Clay w/ Sand, Brown, Medium Stiff, Dry	SPT 1		4-3-3 (6)			24	40	17	23	
2.5			SPT 2		2-3-5 (8)			22				76
5.0		(CH) Sandy Fat Clay, Brown, Soft to Stiff, Dry	SPT 3		2-4-5 (9)			25	66	20	46	
7.5			SPT 4		2-2-2 (4)			23				68
10.0			SPT 5		2-4-6 (10)			22				

Bottom of borehole at 10.0 feet.

GEOTECH BH COLUMNS - GINT STD US LAB.GDT - 8/6/15 11:17 - L:\GINT\PROJECTS\HIDALGO CO. PCT. 2 - ELDORA RD.GPJ

Appendix C – Flexible Pavement Design Runs (TxDOT FPS-21)

PAVEMENT DESIGN TYPE # 5 -- ACP + FLEX BASE + STAB SBGR OVER SUBGRADE

PROB	DIST.-21	COUNTY-109	CONT.	SECT.	JOB	HIGHWAY	DATE	PAGE
001	Pharr	HILDAGO	1	1	001	Eldora Rd.	8/26/2015	1

COMMENTS ABOUT THIS PROBLEM

ASI DESI N RITERIA

LENGTH OF THE ANALYSIS PERIOD (YEARS)	20.0
MINIMUM TIME TO FIRST OVERLAY (YEARS)	10.0
MINIMUM TIME BETWEEN OVERLAYS (YEARS)	8.0
DESIGN CONFIDENCE LEVEL (90.0%)	B
SERVICEABILITY INDEX OF THE INITIAL STRUCTURE	4.5
FINAL SERVICEABILITY INDEX P2	2.5
SERVICEABILITY INDEX P1 AFTER AN OVERLAY	4.0
DISTRICT TEMPERATURE CONSTANT	38.0
SUBGRADE ELASTIC MODULUS by COUNTY (ksi)	8.00
INTEREST RATE OR TIME VALUE OF MONEY (PERCENT)	6.0

PRO RAM ONTROLS AND ONSTRAINTS

NUMBER OF SUMMARY OUTPUT PAGES DESIRED (8 DESIGNS/PAGE)	3
MAX FUNDS AVAILABLE PER SQ.YD. FOR INITIAL DESIGN (DOLLARS)	80.00
MAXIMUM ALLOWED THICKNESS OF INITIAL CONSTRUCTION (INCHES)	50.0
ACCUMULATED MAX DEPTH OF ALL OVERLAYS (INCHES) (EXCLUDING LEVEL-UP)	2.0

TRA I DATA

ADT AT BEGINNING OF ANALYSIS PERIOD (VEHICLES/DAY)	8300.
ADT AT END OF TWENTY YEARS (VEHICLES/DAY)	10330.
ONE-DIRECTION 20YEAR 18 kip ESAL (millions)	1.010
AVERAGE APPROACH SPEED TO THE OVERLAY ZONE(MPH)	30.0
AVERAGE SPEED THROUGH OVERLAY ZONE (OVERLAY DIRECTION)(MPH)	15.0
AVERAGE SPEED THROUGH OVERLAY ZONE (NON-OVERLAY DIRECTION) (MPH)	15.0
PROPORTION OF ADT ARRIVING EACH HOUR OF CONSTRUCTION (PERCENT)	6.0
PERCENT TRUCKS IN ADT	5.0

PAVEMENT DESIGN TYPE # 5 -- ACP + FLEX BASE + STAB SBGR OVER SUBGRADE

PROB	DIST.-21	COUNTY-109	CONT.	SECT.	JOB	HIGHWAY	DATE	PAGE
001	Pharr	HILDAGO	1	1	001	Eldora Rd.	8/26/2015	2

INPUT DATA CONTINUED

ONSTR TION AND MAINTENAN E DATA

MINIMUM OVERLAY THICKNESS (INCHES)	1.5
OVERLAY CONSTRUCTION TIME (HOURS/DAY)	10.0
ASPHALTIC CONCRETE COMPACTED DENSITY (TONS/C.Y.)	2.05
ASPHALTIC CONCRETE PRODUCTION RATE (TONS/HOUR)	200.0
WIDTH OF EACH LANE (FEET)	12.0
FIRST YEAR COST OF ROUTINE MAINTENANCE (DOLLARS/LANE-MILE)	80.00
ANNUAL INCREMENTAL INCREASE IN MAINTENANCE COST (DOLLARS/LANE-MILE)	40.00

DETO R DESI N OR OVERLA S

TRAFFIC MODEL USED DURING OVERLAYING	2
TOTAL NUMBER OF LANES OF THE FACILITY	2
NUMBER OF OPEN LANES IN RESTRICTED ZONE (OVERLAY DIRECTION)	0
NUMBER OF OPEN LANES IN RESTRICTED ZONE (NON-OVERLAY DIRECTION)	1
DISTANCE TRAFFIC IS SLOWED (OVERLAY DIRECTION) (MILES)	0.50
DISTANCE TRAFFIC IS SLOWED (NON-OVERLAY DIRECTION) (MILES)	0.50
DETOUR DISTANCE AROUND THE OVERLAY ZONE (MILES)	0.00

PAVIN MATERIALS IN ORMATION

LAYER	CODE	MATERIALS NAME	COST PER CY	E MODULUS	POISSON RATIO	MIN. DEPTH	MAX. DEPTH	SALVAGE PCT.
1	A	ASPH CONC PVMT	144.00	500000.	0.35	1.50	4.00	90.00
2	B	FLEXIBLE BASE	31.00	45000.	0.30	8.00	12.00	85.00
3	C	STABILIZED SUBGR	15.00	35000.	0.35	12.00	12.00	90.00
4	D	SUBGRADE(200)	2.00	8000.	0.40	200.00	200.00	90.00

PAVEMENT DESIGN TYPE # 5 -- ACP + FLEX BASE + STAB SBGR OVER SUBGRADE

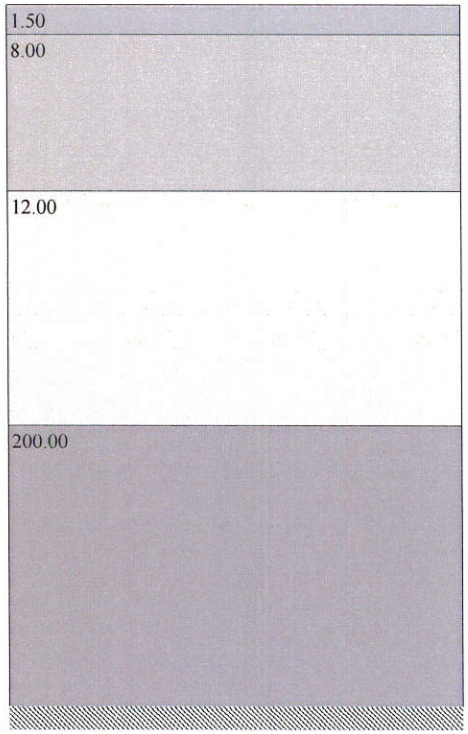
PROB	DIST.-21	COUNTY-109	CONT.	SECT.	JOB	HIGHWAY	DATE	PAGE
001	**Pharr**	**HILDAGO**	**1**	**1**	**001**	**Eldora Rd.**	**8/26/2015**	**3**

C. LEVEL B SUMMARY OF THE BEST DESIGN STRATEGIES
IN ORDER OF INCREASING TOTAL COST
1

MATERIAL ARRANGEMENT	ABC
INIT. CONST. COST	17.89
OVERLAY CONST. COST	0.00
USER COST	0.00
ROUTINE MAINT. COST	0.66
SALVAGE VALUE	-4.91
TOTAL COST	13.64
NUMBER OF LAYERS	3
LAYER DEPTH (INCHES)	
D(1)	1.50
D(2)	8.00
D(3)	12.00
NO.OF PERF.PERIODS	1
PERF. TIME (YEARS)	
T(1)	32.
OVERLAY POLICY(INCH) (INCLUDING LEVEL-UP)	

THE TOTAL NUMBER OF FEASIBLE DESIGNS CONSIDERED WAS 30

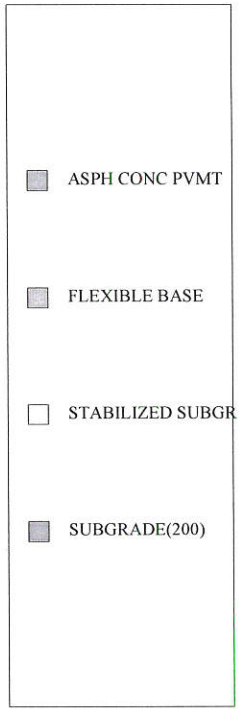
DESIGN - 1



Life:32.3 y,

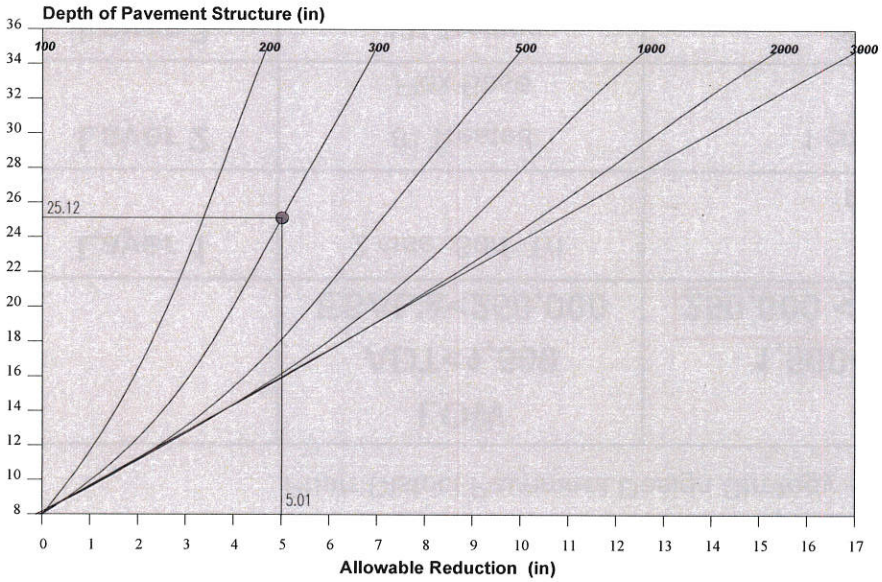
Total Cost:13.6

LEGEND



FPS 21 Feasible Design Plotting Output (FPS21-1.2Release:10-12-2011)			
Highway	Eldora Rd.	Problem	001
C-S-J	1 - 1 - 001	Date	8/26/2015
District	Pharr	County	HILDAGO
Design Type:Asphalt concrete + Flexible Base + Stabilized Subgrade over Subgrade			

	Thickness (inches)	Modulus (ksi)	Poisson's Ratio	Material Name
ASPH CONC PVMT	1.50	500.00	0.35	ASPH CONC PVMT
FLEXIBLE BASE	8.00	45.00	0.30	FLEXIBLE BASE
STABILIZED SUBGR	12.00	35.00	0.35	STABILIZED SUBGR
SUBGRADE(200)	200.00	8.00	0.40	SUBGRADE(200)
Bed Rock		800.00	0.15	Bed Rock



Thickness Reduction Chart for Stabilized Layers

INPUT PARAMETERS:

The Heaviest Wheel Loads Daily (ATHWLD)	10800.0 (lb)
Percentage of TandemAxles	50.0 (%)
Modified Cohesionmeter Value	300.0
Design Wheel Load	14040.0 (lb)
Subgrade Texas Triaxial Class Number (TTC) Calculated TTC based on input soil PI	5.57
User Input Sub-Grade Plasticity Index (PI)	30.00

RESULT:

Triaxial Thickness Required	25.1 (in)
The FPS Design Thickness	21.5 (in)
Allowable Thickness Reduction	5.0 (in)
Modified Triaxial Thickness	20.1 (in)

TRIAXIAL CHECK CONCLUSION:

The Design OK !

FPS 21 Triaxial Design Check Output		(FPS21-1.2Release:10-12-2011)	
Highway	Eldora Rd.	Problem	001
C-S-J	1 - 1 - 001	Date	8/26/2015
District	Pharr	County	HILDAGO
Design Type:Asphalt concrete + Flexible Base + Stabilized Subgrade over Subgrade			

Reference (TxDOT Pharr District - Pavement Design Strategy)

TABLE 1

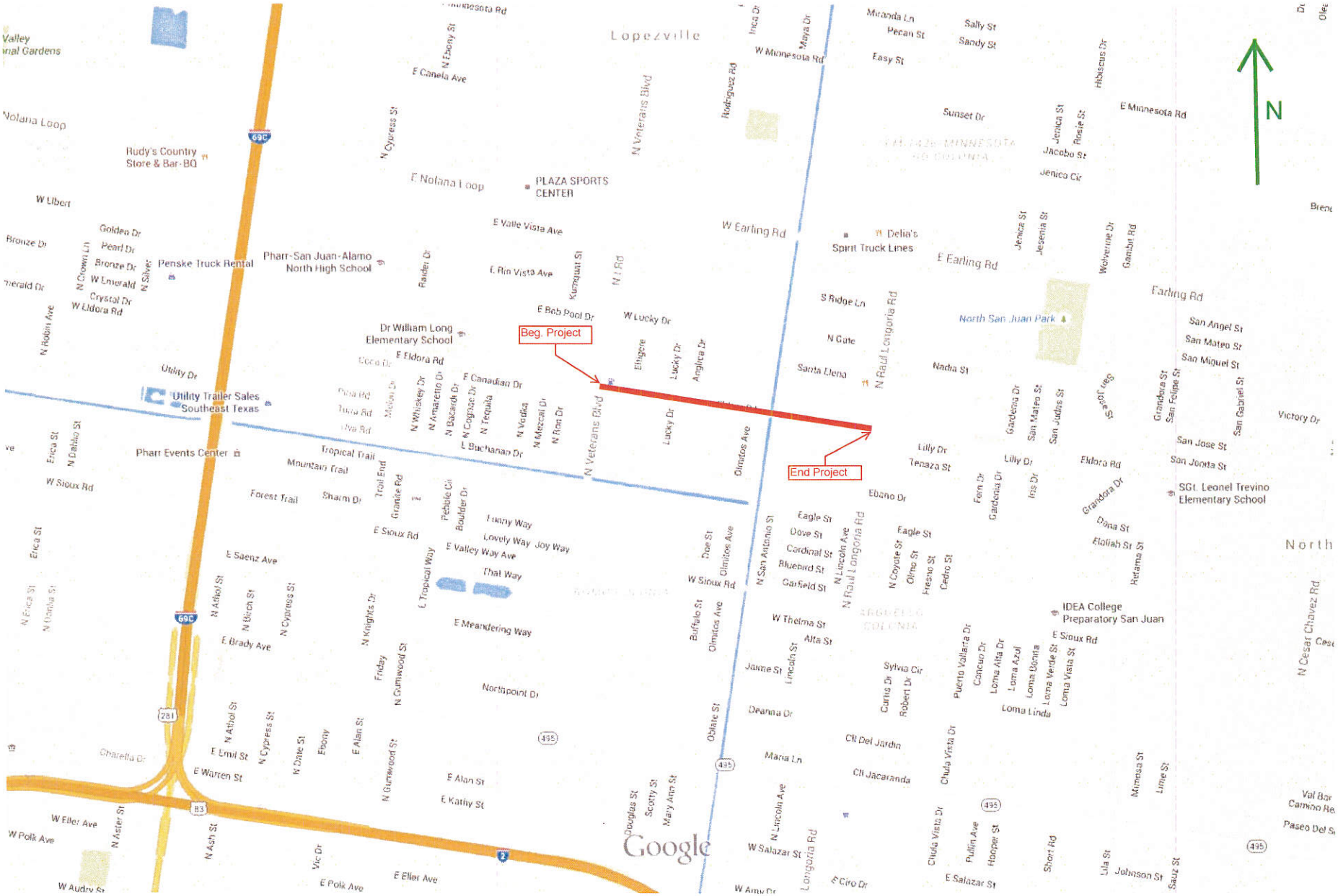
Pharr District Pavement Design Strategy - July '12

	LOW ADT<1,500 ESAL's<250,000	LOW 1,500<ADT<3,000 250,000 < ESAL's < 1.5 M	MODERATE 3,000 < ADT < 10,000 1.5 M < ESAL's < 3 M
Layer 1	2 crse. Surf. Trt.	1.5" ACP PG 64-22	3" ACP PG 64-22
Layer 2	8" Treated Flex Base	1 crse. Surf. Trt.	1 crse. Surf. Trt.
Layer 3	12" Treated Subgrade	8" Treated Flex Base	10" Treated Flex Base
Layer 4	N/A	12" Treated Subgrade	12" Treated Subgrade

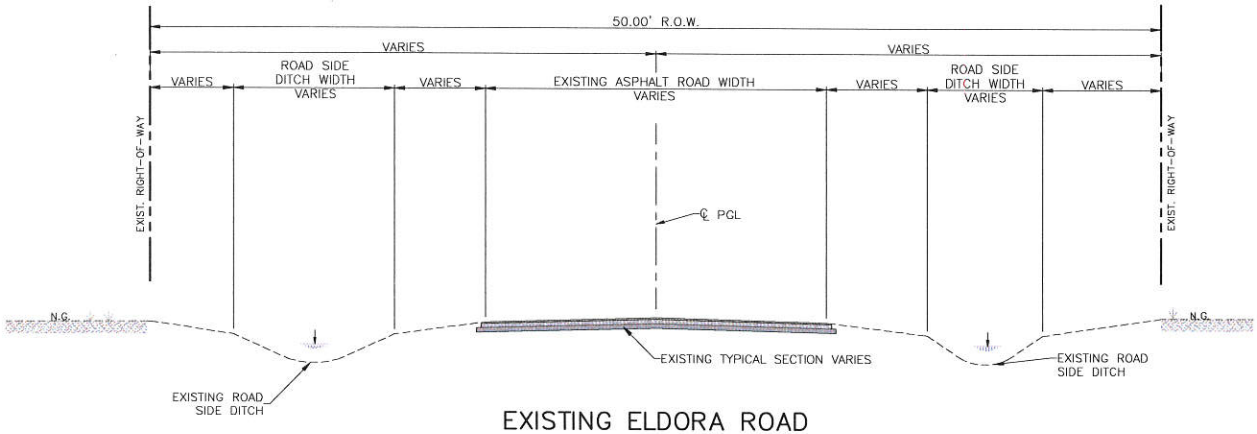
*Noting ESALS falls into Low Category, L&G utilized this as the Minimum Req. for First Run. Based on All Inputs, Pavement Design met the requirements.

Appendix D – Miscellaneous Project Info. (Reference)

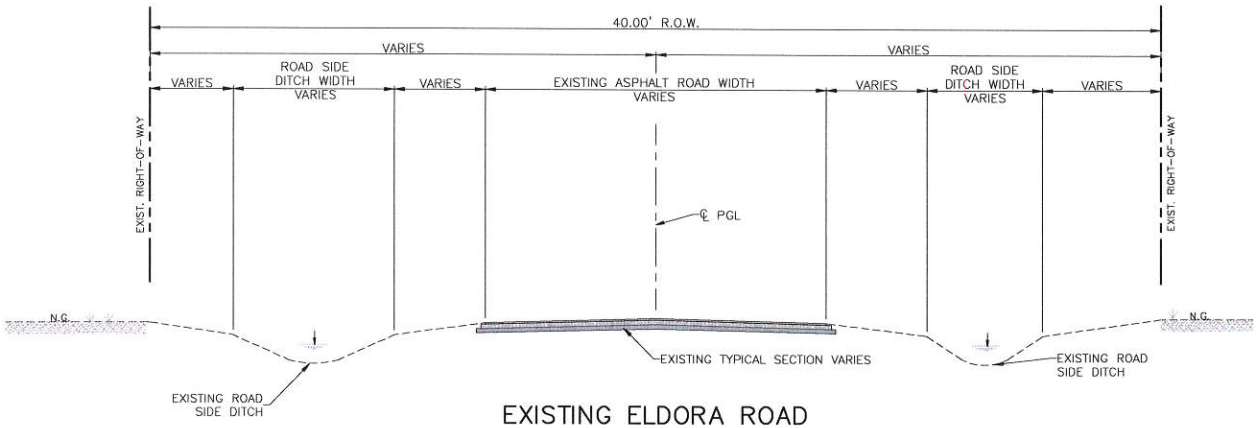
Google Ksskpi$Q etw



Provided By Client - Existing Typical Sections



EXISTING ELDORA ROAD
CROSS SECTION
STA. 0+00 TO STA. 12+02.32
STA. 13+12.32 TO STA. 14+42.32



EXISTING ELDORA ROAD
CROSS SECTION
STA. 12+02.32 TO STA. 13+12.32
STA. 14+42.32 TO STA. 21+71.24
STA. 22+31.24 TO STA. 28+09.15
STA. 28+85.45 TO STA. 31+46.70
STA. 39+13.42 TO STA. 40+13.63

HIDALGO COUNTY
PRECINCT No. 2
300 W. HALL ACRES, SUITE G
PHARR, TX 78577
TEL: (956) 787-1951 ★ FAX (956) 787-4683
www.co.hidalgo.tx.us

COMMISSIONER
EDUARDO "EDDIE" CANTU
HIDALGO COUNTY PCT 2
DRAINAGE IMPROVEMENT
PROJECTS

ELDORA ROAD IMPROVEMENTS

EXISTING ROAD
CROSS SECTIONS

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PRELIMINARY REVIEW AND COMMENTS UNDER THE AUTHORITY OF JOSE N. SALDIVAR P.E. 94076 ON 08/17/15
IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, AND/OR PERMIT PURPOSES.

SCALE: NOT TO SCALE
DRAWN BY:
CHECKED BY: R.S./N.S.
TOPO BY: EDGAR I.
SHEET: C01-01

Layout: Layout1 Drawn By: Jesse Blood from: I:\Projects\Eldora Road Improvements\Cad\Cross Section\Existing Cross Section.dwg
Layout Tab: Layout1 Date: 08/17/2015 Time: 01:25:57 PM

Description 1:
Description 2:
Description 3:

Site: Eldora Rd West N San Jua
Monday, 8/25/2014, 12:00:00 PM -
Friday, 8/29/2014, 12:00:00 PM

Volume Grand Totals

Average Hourly Volumes

	WB Eldora RD
12:00 AM	26.5
1:00 AM	9.0
2:00 AM	8.0
3:00 AM	7.5
4:00 AM	14.5
5:00 AM	34.5
6:00 AM	97.3
7:00 AM	337.3
8:00 AM	306.3
9:00 AM	177.3
10:00 AM	163.3
11:00 AM	169.0
12:00 PM	189.0
1:00 PM	168.0
2:00 PM	168.0
3:00 PM	178.3
4:00 PM	282.5
5:00 PM	235.5
6:00 PM	229.5
7:00 PM	204.3
8:00 PM	185.0
9:00 PM	123.3
10:00 PM	69.0
11:00 PM	34.0
ADT	3416.5

Eldora Rd Reference Info - Traffic Counts from Aug. 2014 at Approx. Eldora Rd and FM 1426 (provided by L&G)

Description 1:
Description 2:
Description 3:

Site: Eldora Rd West N San Jua
Monday, 8/25/2014, 12:00:00 AM -
Friday, 8/29/2014, 12:00:00 PM

Volume Grand Totals

Average Hourly Volumes

	EB Eldora Rd
12:00 AM	51.0
1:00 AM	20.6
2:00 AM	13.6
3:00 AM	12.8
4:00 AM	14.0
5:00 AM	31.2
6:00 AM	121.4
7:00 AM	477.2
8:00 AM	340.2
9:00 AM	250.8
10:00 AM	223.0
11:00 AM	232.6
12:00 PM	206.0
1:00 PM	177.5
2:00 PM	201.0
3:00 PM	280.0
4:00 PM	349.5
5:00 PM	338.0
6:00 PM	347.3
7:00 PM	346.0
8:00 PM	339.8
9:00 PM	266.5
10:00 PM	152.5
11:00 PM	79.8
ADT	4872.1

Eldora Rd Reference Info - Traffic Counts from Aug. 2014 at Approx. Eldora Rd and FM 1426 (provided by L&G)

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** ____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

This Contract is to be performed for an exempt organization as defined by Article 20.04 (H) (4) of the Texas Limited Sales, Excise, and Use Tax Act and the undersigned hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised hereby claims an exemption from payment of taxes under Chapter 20, title 122A, revised civil statues of Texas, and Article 1066 ©, entitle Local Sales and Use Tax, revised civil statues of Texas.

The Contractor performing this Contract may purchase, rent, or lease all materials, supplies, equipment used for consumed in the performance of this Contract by issuing to his retailer an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's Ruling No 95-9.07. Any such exemption certificate issue by the Contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's Ruling No. 95.0.09 as amended to be effective October 2, 1968.

EXECUTED this the _____ day of _____, 20_____.

_____

Contractor

GOVERNMENT CODE

CHAPTER 2258. PREVAILING WAGE RATES

SUBCHAPTER A. GENERAL PROVISIONS

§Sec. 2258.001. DEFINITIONS. In this chapter:

(1) "Locality in which the work is performed" means:

(A) for a contract for a public work awarded by the state, the political subdivision of the state in which the public work is located:

(i) which may include a county, municipality, county and municipality, or district, except as provided by Subparagraph (ii); and

(ii) which, in a municipality with a population of 500,000 or more, may only include the geographic limits of the municipality; or

(B) for a contract for a public work awarded by a political subdivision of the state, the geographical limits of the political subdivision.

(2) "Public body" means a public body awarding a contract for a public work on behalf of the state or a political subdivision of the state.

(3) "Worker" includes a laborer or mechanic.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 2001, 77th Leg., ch. 1422, Sec. 14.04, eff. Sept. 1, 2001.

§Sec. 2258.002. APPLICABILITY OF CHAPTER TO PUBLIC WORKS. (a) This chapter applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.

(b) This chapter does not apply to work done directly by a public utility company under an order of a public authority.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.003. LIABILITY. An officer, agent, or employee of a public body is not liable in a civil action for any act or omission implementing or enforcing this chapter unless the action was made in bad faith.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER B. PAYMENT OF PREVAILING WAGE RATES

§Sec. 2258.021. RIGHT TO BE PAID PREVAILING WAGE RATES. (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

(1) not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the work is performed; and

(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.01, eff. Sept. 1, 1997.

§Sec. 2258.022. DETERMINATION OF PREVAILING WAGE RATES.

(a) For a contract for a public work awarded by a political subdivision of the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by:

(1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or

(2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments.

(b) This subsection applies only to a public work located in a county bordering the United Mexican States or in a county adjacent to a county bordering the United Mexican States. For a contract for a public work awarded by the state, the public body shall determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work as follows. The public body shall conduct a survey of the wages received by classes of workers employed on projects of a character similar to the contract work both statewide and in the political subdivision of the state in which the public work is to be performed. The public body shall also consider the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, but only if the survey used to determine that rate was conducted within a three-year period preceding the date the public body calls for bids for the public work. The public body shall determine the general prevailing rate of per diem wages in the locality based on the higher of:

(1) the rate determined from the survey conducted in the political subdivision;

(2) the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined from the statewide survey; and

(3) if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision and the rate determined by the United States Department of Labor.

(c) The public body shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

(d) A public body shall specify in the call for bids for the contract and in the contract itself the wage rates determined under this section.

(e) The public body's determination of the general prevailing rate of per diem wages is final.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 18.02, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1422, Sec. 14.05, eff. Sept. 1, 2001.
Amended by: Acts 2007, 80th Leg., R.S., Ch. 728, Sec. 1, eff. September 1, 2007.

§Sec. 2258.023. PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.024. RECORDS.

(a) A contractor and subcontractor shall keep a record showing:

(1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and

(2) the actual per diem wages paid to each worker.

(b) The record shall be open at all reasonable hours to inspection by the officers and agents of the public body.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.025. PAYMENT GREATER THAN PREVAILING RATE NOT PROHIBITED. This chapter does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.026. RELIANCE ON CERTIFICATE OF SUBCONTRACTOR. A contractor is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

SUBCHAPTER C. ENFORCEMENT; CIVIL AND CRIMINAL PENALTIES

§Sec. 2258.051. DUTY OF PUBLIC BODY TO HEAR COMPLAINTS AND WITHHOLD PAYMENT. A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and

(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.052. COMPLAINT; INITIAL DETERMINATION.

(a) On receipt of information, including a complaint by a worker, concerning an alleged violation of Section 2258.023 by a contractor or subcontractor, a public body shall make an initial determination as to whether good cause exists to believe that the violation occurred.

(b) A public body must make its determination under Subsection (a) before the 31st day after the date the public body receives the information.

(c) A public body shall notify in writing the contractor or subcontractor and any affected worker of its initial determination.

(d) A public body shall retain any amount due under the contract pending a final determination of the violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.053. ARBITRATION REQUIRED FOR UNRESOLVED ISSUE.

(a) An issue relating to an alleged violation of Section 2258.023, including a penalty owed to a public body or an affected worker, shall be submitted to binding arbitration in accordance with the Texas General Arbitration Act (Article 224 et seq., Revised Statutes) if the contractor or subcontractor and any affected worker do not resolve the issue by agreement before the 15th day after the date the public body makes its initial determination under Section 2258.052.

(b) If the persons required to arbitrate under this section do not agree on an arbitrator before the 11th day after the date that arbitration is required under Subsection (a), a district court shall appoint an arbitrator on the petition of any of the persons.

(c) A public body is not a party in the arbitration.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.054. ARBITRATION AWARD; COSTS. (a) If an arbitrator determines that Section 2258.023 has been violated, the arbitrator shall assess and award against the contractor or subcontractor:

(1) penalties as provided by Section 2258.023 and this section; and

(2) all amounts owed to the affected worker.

(b) An arbitrator shall assess and award all reasonable costs, including the arbitrator's fee, against the party who does not prevail. Costs may be assessed against the worker only if the arbitrator finds that the claim is frivolous. If the arbitrator does not find that the claim is frivolous and does not make an award to the worker, costs are shared equally by the parties.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.055. ARBITRATION DECISION AND AWARD FINAL. The decision and award of the arbitrator is final and binding on all parties and may be enforced in any court of competent jurisdiction.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.056. PAYMENT BY PUBLIC BODY TO WORKER; ACTION TO RECOVER PAYMENT.

(a) A public body shall use any amounts retained under this chapter to pay the worker the difference between the amount the worker received in wages for labor on the public work at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided in the arbitrator's award.

(b) The public body may adopt rules, orders, or ordinances relating to the manner in which a reimbursement is made.

(c) If the amounts retained by a public body under this chapter are not sufficient for the public body to pay the worker the full amount owed, the worker has a right of action against the contractor or subcontractor and the surety of the contractor or subcontractor to recover the amount owed, reasonable attorney's fees, and court costs.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.057. WITHHOLDING BY CONTRACTOR.

(a) A contractor may withhold from a subcontractor sufficient money to cover an amount withheld from the contractor by a public body because the subcontractor violated this chapter.

(b) If the contractor has made a payment to the subcontractor, the contractor may withhold money from any future payments owed to the subcontractor or sue the subcontractor or the subcontractor's surety for the amount withheld from the contractor by a public body because of the subcontractor's violation.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

§Sec. 2258.058. CRIMINAL OFFENSE.

(a) An officer, agent, or representative of the state or of a political subdivision of the state commits an offense if the person wilfully violates or does not comply with a provision of this chapter.

(b) A contractor or subcontractor of a public work under this chapter, or an agent or representative of the contractor or subcontractor, commits an offense if the person violates Section 2258.024.

(c) An offense under this section is punishable by:

(1) a fine not to exceed $500;

(2) confinement in jail for a term not to exceed six months; or

(3) both a fine and confinement.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.49(a), eff. Sept. 1, 1995.

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Exhibit E-L

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

OMB No.: 1215-0149
Expires: 03/31/2006

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Exhibit E-L

Date _____

I _____ _____
(Name of Signatory Party) (Title)

do hereby state

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

Exhibit E-L

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
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

Exhibit E-F

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

_____ 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 Quan	Original Schedule Value Dollars	Revised Rates	Value Quan	Value Dollars	First Month Monthly Quan	First Month QTY to Date	First Month Item Cost (Monthly)	Second Month Monthly Quan	Second Month QTY to Date	Second Month Item Cost (Monthly)	Third Month Monthly Quan	Third Month QTY to Date	Third Month Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compl in Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-		0	-	-	-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drvwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	8" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-						-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

_____ Print Name

_____ Date

_____ Signature

Exhibit E-O

CHANGE ORDER NUMBER ONE(1) **SAMPLE**

Project: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

OWNER: _____
OWNER'S CONTRACT NO: _____

CONTRACTOR: _____ ENGINEER: _____

_____ _____

_____ _____

You ar directed to make the following changes in the Contract Documents.

Description:
1.
2.
3.
4.
5.
6.

Reason for Change Order:
1.
2.
3.
4.
5.
6.

Attachments:

DRAFT

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 0.00		Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net Change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 0.00		Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase(decrease) of this Change Order $ 0.00		Net Increase(decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 0.00	Net % increase(decrease)from original contract price. #DIV/O! %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:

By: _____
Enigineer (Authorized Signature)

Date: _____

APPROVED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Exhibit E-B

SAMPLE --APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	_____
2. Net change by Change Order and Written Agreements(+or-):	_____
3. Current Contract Price (1 plus 2):	_____
4. Total completed and stored to date:	_____
5. Retainage (per Agreement):	
___10%___ of completed Work: _____	
_____ of stored material _____	
Total Retainage:	_____
6. Total completed and stored to date less retainage (4 minus 5)	_____
7. Less previous Application for Payments:	_____
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	_____

Accompanying Documentation:

DRAFT

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

By: _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Exhibit E-C

Estimate Quantity Update Worksheet Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1.000	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	$28.00	$2,128.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1036.000	$2.00	$2,072.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME TREAT SUBGR (DC)(12")	SY	0.000	$6,000.00	$0.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LIME (TY A SLURRY) OR (TY B)	TON	7.800	$3,000.00	$23,400.00	0.000	0	$0.00		0	$0.00		0	0.00
262	LME TRT FOR BS CRS (NEW/EXT BS)(DC)(6")	SY	1277.800	$6.00	$7,666.80	0.000	0	$0.00		0	$0.00		0	0.00
310	ASPH MATRL (MC-30)	GAL	246.7	$6.00	$1,480.20	0.000	0	$0.00		0	$0.00		0	0.00
500	MOBILIZATION	LS	1.000	$3,000.00	$3,000.00	0.000	0	$0.00		0	$0.00		0	0.00
502	BARRICADES, SIGNS, AND TRAF HANDLE	MO	1.000	$1,000.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
529	CONC CURB AND GUTTER (TY A)(BARRIER)	LF	600.000	$7.50	$4,500.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY A)	EA	2.000	$300.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
644	SMALL RDSD SGN ASSM (TY F)	EA	2.000	$500.00	$1,000.00	0.000	0	$0.00		0	$0.00		0	0.00
658	DEL ASM TY A (D-SY)	EA	4.000	$100.00	$400.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(SLD)(4")	LF	400.000	$0.25	$100.00	0.000	0	$0.00		0	$0.00		0	0.00
666	REFL PAV MRK TY I (Y)(BRK)(4")	LF	140.000	$0.25	$35.00	0.000	0	$0.00		0	$0.00		0	0.00
672	RAIS PAV MRKR CL B (REFL)(TY II-A-A)	EA	24.000	$3.50	$84.00	0.000	0	$0.00		0	$0.00		0	0.00
3146	HOT MIX (TY D)	TON	105.5	$34.00	$3,587.00	0.000	0	$0.00		0	$0.00		0	0.00
5249	TEMP SEDMT CONT FENCE	LF	70.000	$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: _____

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SAMPLE

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

DRAFT

Exhibit E-E

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
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

(Company Letterhead)

(Date)

County of Hidalgo
Attn.: Mr. Jose Noe Saldivar, P.E.
902 N. Doolittle Rd.
Edinburg, TX 78542

RE: Hidalgo County Precinct No. 2
Eldora Road Improvements
Contract No.: C-15-367-xx-xxx

Mr. Saldivar:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Hidalgo County Pipe 2605 US Exp. 281 Edinburg, TX 78542 (956)318-2840

If you have any questions, please call me at (956) 607-0741

Best regards,

_____
(name)_____, Manger

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Exhibit E-H

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF_____

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
SUPPLIER

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

Exhibit E-I

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Exhibit D-B

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____ _____ is now due and payable.

_____
Engineer's Signature

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Form L

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			Total to Date	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)		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	-	-	-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drvwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	8" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-						-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

Print Name

Date

Signature

Exhibit E-O

CONSTRUCTION IDENTIFICATION SIGN:

Size, 4' – 0" X 8' – 0"
Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be ¾" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association or Equal)

Payment for Furnishing, Erecting, Maintenance and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

Precinct Logo

Your Tax Dollars at Work
Hidalgo County Pct. 2
Eduardo "Eddie" Cantu

Sioux Road Improvements
(from I Road to 3,500 ft. East of Raul Longoria Road)

Hidalgo County Commissioner's Court

Ramon Garcia	County Judge
A.C. Cuellar, Jr.	Commissioner Pct #1
Eduardo "Eddie" Cantu	Commissioner Pct #2
Joe M. Flores	Commissioner Pct #3
Joseph Palacios	Commissioner Pct #4

Project Contractor: _____

Project Engineer: Jose Noe Saldivar, P.E.

AI-52049 **Purchasing Department** **24. C. 3.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Supplemental Agreement No. 8 with R. Gutierrez Engineering Corporation, Contract C-07-358-09-04 resulting in an estimated cost increase of $15,664.00 for services under Work Authorization No. 12 for the Pct 2 South Fork Drainage Project.

BACKGROUND

PO increase will be submitted upon approval of this agenda

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-122-040-0-723

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

BUDGETARY IMPACT:

Account available balance as of 11-5-15 $23,496.00

PO #613776 for R. Gutierrez Engineering Corp. will be increased by user department (Pct. 2) after CC approval of agenda item.

Attachments

Supplemental Agreement No. 8

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/04/2015 03:38 PM
Budget & Management	Veronica Ortiz	11/04/2015 03:43 PM
Manuel Chapa	Manuel Chapa	11/05/2015 09:21 AM
Auditor's Office	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Carlos Jasso		Started On: 10/30/2015 11:43 AM
Final Approval Date: 11/06/2015		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 8
TO WORK AUTHORIZATION NO. 12
Contract No. C-07-358-09-04

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of the Agreement made by and between the HIDALGO COUNTY, acting herein by and through COMMISSIONER'S COURT, hereinafter called the "OWNER," and, R. Gutierrez Engineering Corporation, professional engineers of Pharr, Texas, hereinafter called "ENGINEER".

WHEREAS, OWNER and ENGINEER executed Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 9th day of September 2008, to provide engineering and surveying services for the preliminary engineering, final design, and construction phase services for the improvement of an existing Hidalgo County Irrigation No. 2 drain ditch. Hidalgo County Drainage District No. 1 will take over the responsibility for the drain ditch and requires the ditch be upgraded, and it has now become necessary to revise the scope of work to include additional services;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 1 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 12th day of May 2009, and;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 2 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 26th day of May 2009, and;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 3 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 26th day of February, 2013, and;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 4 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 16th day of December, 2014, and;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 5 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 21st day of July, 2015, and;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 6 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 18th day of August, 2015, and;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 7 to Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 15th day of September, 2015, and it has now become necessary to revise the fee estimate;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and ENGINEER agree to the following amendment to Work Authorization No. 12 as follows:

1. **Exhibit D – Fee Estimate,** the estimated cost for services under this Work Authorization is revised and is included as **Exhibit D – Fee Estimate** included in this Supplemental Agreement. The actual amount payable for services under this Work Authorization will be in accordance with Article 5.

2. Except as amended by this Supplemental Agreement, the remaining provisions of the Agreement are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the ENGINEER and OWNER have caused this Supplemental Agreement No. 8 to Work Authorization No. 12, for Professional Engineering Services to be executed as of the ____ day of _____ 2015.

R. GUTIERREZ ENGINEERING CORPORATION

BY: _____
Ramiro Gutierrez, P.E., President

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT D – Fee Estimate

HIDALGO COUNTY
Professional Engineering Services
Contract # C-07-358-09-04
Work Authorization No. 12

EXHIBIT D
Fee Estimate

TASK	PART I - CONTRACT AMOUNT
Basis for Engineering Fee based on Article 5A of Contract	
Project Estimated Construction Cost	$3,998,466
Engineering Services Fee (8% of Construction Cost)	$319,877
Topographic Survey Services Fee (2.5% of Construction Cost)	$99,962
Basic Fee (Prelim Eng, Design & Construction Services Fee)	**$419,839**
PART I - DATA COLLECTION & PRELIMINARY ENGINEERING AND DESIGN (50% of Basic Fee)	**$209,919**
DATA COLLECTION (40% of Prelim Eng Fee)	$83,968
SCHEMATIC DESIGN (60% of Prelim Eng Fee)	$125,952
SUB-TOTAL (Prelim Eng Fee)	**$209,919**
PART II - RIGHT-OF-WAY MAP (Add'l Services)	**$97,000**
OBTAIN TITLE REPORTS (Est 26 Parcels) (@ $600.00/Parcel) ***	$15,600
DEVELOP PARCELS & R.O.W. MAP (Est 37 Parcels) (@ $2,200.00/Parcel) ***	$81,400
SUB-TOTAL (R.O.W. Map Fee)	**$97,000**
PART III - FINAL DESIGN (30% of Basic Fee)	**$125,952**
30% Plans Submittal (30% of PS&E Fee)	$37,786
60% Plans Submittal (30% of PS&E Fee)	$37,786
90% Plans Submittal (30% of PS&E Fee)	$37,786
100% Plans Submittal (10% of PS&E Fee)	$12,595
SUB-TOTAL (PS&E Fee)	**$125,952**
PART IV - CONSTRUCTION SERVICES (20% of Basic Fee)	**$83,968**
Construction Services	$83,968
SUB-TOTAL (Construction Services Fee)	**$83,968**
PART V - SPECIAL SERVICES (Add'l Services)	**$980**
Printing (Est. 20 Sets @ 100 Sheets/Set @ 0.20/Sheet)	$400
Mileage (Est. 50 Trips @ 20 Miles/Trip @ 0.58/Mile)	$580
SUB-TOTAL (Special Services Fee)	**$980**
PART VI - SPECIAL SERVICES (Full-Time Inspection)	**$133,144**
Full Time Inspector (Est. 34 weeks @40 hrs = 1360 hours @ $95.00/hr) ***	$129,200
Mileage (Est. 340 Trips @ 20 Miles/Trip @ 0.58/Mile) ***	$3,944
SUB-TOTAL (Full-time Inspection Fee)	**$133,144**
TOTAL	**$650,963**

*** Note: Title Reports and Parcels will be billed for the actual amount of Title Reports ordered and Parcels prepared at the rates shown.

Full-time inspection will be billed for the actual amount of time of inspection and actual number of trips to the project.

AI-52056 **Purchasing Department** **24. D. 1.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting approval of a **"Clarification"** to **AI-51715-selection of Engineering Firm (approved by CC 10-13-15)** to correct **"title of project"** reflecting as "**job specific" project: "Level of Service Analysis for Overpass at SH 107 and FM 2128"** within **Hidalgo County Precinct No. 4,** and, **NOT** for: Feasibility Study and Level of Service Analysis for Proposed Overpass at SH 107 and FM 2128 (Schunior St.);

B. Acceptance and approval of a Professional Engineering Agreement with **L&G Consulting Engineers, Inc.** d/b/a **L&G Engineering**, for: **"Job Specific" Project: "Level of Service Analysis for Overpass at SH 107 and FM 2128"** within **Hidalgo County Precinct No. 4;**

C. Pursuant to **Article 14** of the "professional engineering services" agreement **#C-15-390-11-10** with **L&G CONSULTING ENGINEERS, INC**. d/b/a **L&G ENGINEERING,** is requesting approval to engage the services of **SUB-CONTRACTOR** (**Mr. HARRY SIMEONIDIS --ERGONOMIC TRANSPORTATION SOLUTIONS, INC.)** with adherence to insurance provisions required by said article;

D. Acceptance and approval of **Work Authorization No. 1** (with an estimated cost of **$ 230,726.91**) as submitted by project engineer, **L&G Engineering** for **"Job Specific" Project: "Level of Service Analysis for Overpass at SH 107 and FM 2128"** within **Hidalgo County Precinct No. 4** in connection to agreement #**C-15-390-11-10.**

BACKGROUND

CC mins 10/1315-approved selection of firm - L&G Engineering
Prof Engineering Services Agreement # C-15-390-11-10
Work Authorization No. 1- C-15-390-11-10
Legal's approval as to form

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1347-431-00-124-170-0-721

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

BUDGETARY IMPACT:

Funding available as of 11-6-15

Attachments

CC mins 10-13-15-Selection/Ranking of Engineer
Contract # C-15-390-11-10-L&G Eng-Pct 4
WA#1-L&G Eng-C-15-390-11-10-Pct 4
Legals approval as to form
Letter for Sub by L&G for C-15-390-11-10 (Proposed Overpass)-Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/04/2015 03:42 PM
Budget & Management	Veronica Ortiz	11/04/2015 03:46 PM
Manuel Chapa	Manuel Chapa	11/06/2015 03:04 PM
Auditor's Office	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Letty Saenz		Started On: 10/30/2015 03:52 PM
Final Approval Date: 11/06/2015		

SPECIAL MEETING - October 13, 2015

BE IT REMEMBERED, that on this 13th day of October A.D., 2015, 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 EDUARDO "EDDIE" CANTU	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:

AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
October 13, 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:

1. Roll Call

All members of the court were in attendance.

2. Pledge of Allegiance

Judge Garcia led the courtroom in reciting the Pledge of Allegiance.

3. Prayer

Virginia Townsend led everyone in Prayer.

4. Approval of Consent Agenda

The court moved to approved the Consent Agenda.

Court proceeded to Item.17.A.

5. Open Forum

Virginia Townsend addressed her concerns in relation to county salaries.

Maria De la Luz Salazar expressed her concerns in regards to the incomplete work done on Sioux Road, she mentioned that the roads are a mess.

Fern McClaugherty came before the court to manifest her discontent with the various salary ranges within the county and the car allowance limit.

Commissioner Cuellar stepped away from the meeting.

Opal Billman spoke about the unfair division of her community property, she mentioned that her property was taken away by unrealistic corporations.

Commissioner Cuellar joined the meeting.

Norma Aldape with LUPE organization came to court in representation of many others who implore to be heard and be aided with the passing of DACA and DAPA.

Tiffany Solis representing on behalf of Linebarger Goggan Blair and Sampson, LLP announced the fourth and final presentation in regards to the tax delinquent issue. The event will be held at the Edinburg City Council Chamber, on October 21, 2015 at 5:30p.m.

Martha Salazar publicized the new TV series 'Crazy Ex-girlfriend' were Gabrielle Ruiz a Edinburg, Texas native partake.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

C. **AI-51647** Title IV-E Child Welfare Services (1100):
1. Approval of the revised Title IV-E Child Welfare Services Grant Budget (Contract #23941009) for October 1, 2015 - September 30, 2016.
2. Approval for County Judge to sign required documents.

Commissioner Cuellar stepped away from the meeting.

On motion by COMMISSIONER PCT. 2, EDUARDO “EDDIE” CANTU, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 -Unanimously

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

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

A. **Hidalgo County**

1. **AI-51005** Presentation of the responsible vendors submitting the lowest and best bids [as detailed in tabulation sheet contained herein including meeting the specifications/requirements set forth in approved bid packet] for the multiple awards and approval of contracts for Request for Bids titled: Hidalgo County (all funding sources)-"Lubricants [Grease-Oil-Hydraulic Fluid & Anti-Freeze] Products" through project No.: 2015-208-08-12-SGS.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

2. **AI-51614** Presentation with concurrence by Hidalgo County Purchasing Agent, Budget Officer and County Auditor for approval of "ORDERS" (attached herein) for all General and/or all other Applicable Funds Budgets for the following, including but not limited to, Elected Officials, Department Heads, Program and/or Agency Directors:

a. Cut-off date for the submission of Requisitions by Friday, October 30, 2015 for goods and/or services that require sufficient time to order and receive prior to 12-31-2015, i.e., MAJOR PURCHASES, vehicles, furniture, systems and/or equipment; and,

b. Cut-off date for submission of Requisitions by Friday, November 6, 2015 on goods and/or services that require sufficient time to order and receive prior to 12-31-2015, i.e., DAY TO DAY PURCHASES, items necessary for daily operations;

c. Approval to notify all elected offices and departments that open purchase orders at

D. **Pct. 4**

1. **AI-51487** Acceptance and approval of the final negotiated Professional Surveying Services agreement with **ARANDA & ASSOCIATES, INC**. [as ranked by CC on 09-29-15] for the purposes of **Surveying Services** for [Job Specific Project] -**County Owned Portion at Hillcrest Cemetery** located within **Hidalgo County Precinct No. 4.**

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

2. **AI-51715** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for Precinct No. 4-Feasibility Study and Level of Service Analysis for Proposed Overpass at SH 107 and FM 2128 (Schunior):

EVALUATION	**COOK-JOYCE, INC.**	**CRUZ-HOGAN CONSULTANTS, INC.**	**L&G ENGINEERS**
SCORING	97	95	99
RANKING	2	3	1

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

APPROVED

C. Authority for the Purchasing Department to negotiate a professional engineering services contract commencing with the No. 1 ranked firm L & G Engineers for engineering services for Precinct No. 4-Feasibility Study and Level of Service Analysis for Proposed overpass at SH 107 and FM 2128 (Schunior St.).

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

E. **Health & Human Services Dept.**

1. **AI-51599** A. Presentation of the scoring/evaluation grid [for purpose of CC determination as "Qualified"] so as to proceed with next step of the procurement process of the sole response received from Dr. Ivan Melendez, MD (as detailed in documentation attached herein) for: RFQ NO: 2015-309-09-16-MEG-Physician/Health Authority for Hidalgo County Health and Human Serivces Department Services.

Grader 1	95
Grader 2	87

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-15-390-11-10

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **L&G Consulting Engineers Inc.** d/b/a **L&G Engineering**, Professional Engineers of **Mercedes, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services required for the ***Level of Service Analysis for Overpass at the Intersection of SH 107 and FM 2128 (Schunior Road)"*** project for ***Hidalgo County Precinct No. 4*** hereinafter referred to as the **"Project".**

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

WHEREAS, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A**" ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement and Engineer shall furnish thos items and provide those services for the development of the project in fulfillment of this agreement as identified in **EXHIBIT "B"-** Services to Provided by the Engineer, attached hereto and made a part of this agreement.

2.2 Classification of Services. For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "Work Schedule") in accordance with the terms identified in **EXHIBIT "C"** - ***Work Schedule***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This agreement is for a period of **five (5) years,** commencing, **November 10, 2015,** expiring, **November 09, 2020** or ***upon completion of the scope of the project*** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this

Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the

Owner and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of

default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit**

"C", attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1**"-***Fee Schedule***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as

"**Contract Rates**") specified in **EXHIBIT "D**" - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount

and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the

course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this

Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owne**r in writing, In the event the **Owne**r finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental

agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated

with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the

Project, including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the

processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be

relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set

forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer'**s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer'**s performance of procurement services hereunder, if any, the **Enginee**r use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed

sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Enginee**r, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also

save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas")**

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred

thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance **(*Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or

execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER	**ENGINEER**
Hidalgo County	**L & G Consulting Engineers, Inc.** d/b/a
100 East Cano, 2nd Floor (Admn. Bldg.)	**L&G Engineering**
Edinburg, Texas 78539	2100 West Expwy 83
	Mercedes, Texas 78570

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty. The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

ARTICLE 31. 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.

ARTICLE 32. Immunities. Nothing in this agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, **2015.**

ENGINEER:
L & G CONSULTING ENGINEERS INC.
d/b/a **L & G ENGINEERING**

BY: _____
Jacinto Garza, P.E./President

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on: _____, 2015

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By:_____

ATTACHMENTS:

LOCATION MAP
EXHIBIT A-1 -Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A -Scope of Services to be provided by the Owner
EXHIBIT B -Scope of Services to be provided by the Engineer
EXHIBIT C -Work Schedule
EXHIBIT D -Contract Rates
EXHIBIT D-1 -Estimated Project Fee Schedule
EXHIBIT E -Sample Work Authorization Form
EXHIBIT F -Sample Supplemental Agreement Form
EXHIBIT G -Certificate of Insurance (*Hidalgo County)*

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

January 20, 2015

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2015-006-02-04-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
Tel: (956) 318-2626 Fax(956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Engineering Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2015-006-02-04-YZV

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	1
5.	Attachment B –Procurement Form –Areas of Specialization	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

January 20, 2015
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2015-006-02-04-YZV

Acceptance Due Date: **February 04, 2015**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4867
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "**HIDALGO COUNTY** (Including all funding sources, programs, and entities) **PROFESSIONAL ENGINEERING SERVICES POOL**", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ No.: 2015 -006-02-04-YZV- "HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **PROFESSIONAL ENGINEERING SERVICES POOL"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, FEBRUARY 04, 2015.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**FEBRUARY 04, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

16. HIDALGO COUNTY HOLIDAYS

2015 YEAR	
New Year's Day	01/01/2015
Martin Luther King Day	01/19/2015
President's Day	02/16/2015
Good Friday	04/03/2015
Memorial Day	05/25/2015
Independence Day	07/04/2015
Labor Day	09/07/2015
Columbus Day	10/12/2015
Veteran's Day	11/11/2015
Thanksgiving Day	11/26/2015-11/27/2015
Christmas Day	12/24/2015-12/25/2015
New Year's Eve	12/31/2015

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and~~

~~acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539, Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or

State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like

services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **March 16, 2015 and ending March 15, 2016**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, February 04, 2015. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, three (3) copies and eight (8) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E)

certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Monday, January 26, 2015** at 5:00 p.m. Responses will be sent to all applicants by **Wednesday, January 28, 2015 TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages and should include the following;

1) Area firm specializes in
2) Minimum years of experience
3) Project(s)

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight

the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment

- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

    1. Copy of current license certification with state seal
    2. History of engineering certification from the State of Texas.
    3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III – SELECTION / EVALUATION

SELECTION PROCEDURES/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM (20)**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**
   In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY (20)**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   Responsiveness to RFQ:
   * Response is Clear;
   * Response is Well Organized;
   * Easy to Evaluate;
   * Appropriate to this RFQ

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2015-006-02-04-YZV

EXHIBIT "B"

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

Firm/Participant's Name:_____

Evaluator: _____ Department: _____

Project Name:_____ Date:_____

PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2015-006-02-04-YZV

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					DUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC / AGG	$ / $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I _____ , authorized representative for _____ ,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $ _____

Automobile Liability: $ _____ General Liability: $ _____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I,_____ possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Business Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____ **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.** _____
State of Incorporation: _____ **Date:**_____ **Other:** _____
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** • Less than 125,000 annual gross receipt • Less than 250,000 annual gross receipt • Less than 499,000 annual gross receipt • More than 500,000 annual gross receipt • Black American • Hispanic American • Asian Pacific American • Native American • Women • Other **Have you been certified as a HUB or an MBE/WBE source?:** • Yes • No **Indicate Certification No.(s):** _____ **or are Certificate(s) attached?:** • Yes • No
What type of product(s) is/are solicited by your company?: _____ **Would you like to be provided with specifications for procurements of such products?:** • Yes • No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____ **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: • Yes • No

If yes, by whom?: • Texas Building & Procurement Commission • Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: • Yes • No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): • Texas Building & Procurement Commission • Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2015-006-02-04-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 8 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

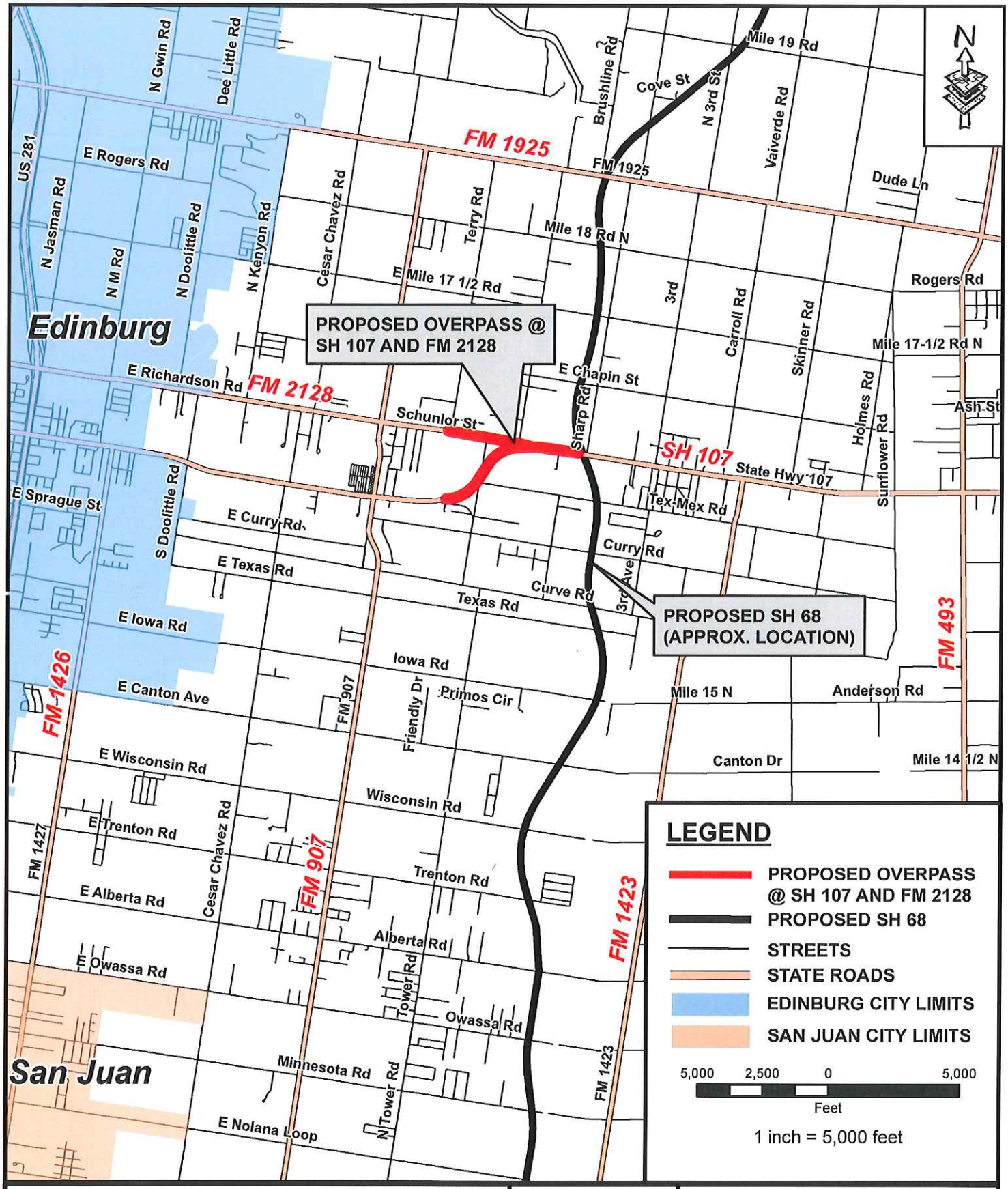
_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.



OVERPASS @ SH 107 AND FM 2128 LOCATION MAP

THE COUNTY OF HIDALGO TEXAS

L&G Engineering
Highway/Civil • Structural/Bridge
Environmental • Geotechnical
Construction Material Testing
Right-of-Way Acquisition Provider Services

2100 W. Expressway 83
Mercedes, TX 78570
Phone: (956) 565-9813
Fax: (956) 565-9018
Toll Free: (888) 565-9813

900 S. Stewart Rd., Ste.9
Mission, TX 78572
Phone: (956) 585-1909
Fax: (956) 585-1927
Toll Free: (866) 585-1909

G:\AMAPS\OVERPASS @SH107 FM 2128\Y intersection

EXHIBIT "A"

Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 1-PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL: _____

PROJECT/DESCRIPTION: Overpass at SH 107 and FM 2128 (Schunior Rd)

LENGTH: _____

HIGHWAY: _____

LIMITS: _____

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
___ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation and/or City of _____.

COUNTY shall mean _____County.

CITY shall mean the City of _____.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 2 – LEVEL OF SERVICE ANALYSIS AND ENGINEERING
(Function Code 102)

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	Preliminary Design Values *The Engineer will work with the Owner to establish basic design concepts, project controls and general scope of Projects.*
___	___	Preliminary Route Locations on Uncontrolled Mapping *The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Project.*
___	___	Uncontrolled Mapping (w/Contours & GIS Info) *The Engineer will investigate the existing routes and coordinate with the Owner on establishing the best-fit alignments and mapping proposed geometry for Projects. Preliminary Location Exhibit will be developed.*
___	___	Preliminary Traffic Evaluations & Trends *The Engineer will investigate existing traffic models and trends for the proposed Projects and adjacent roadways tying into the proposed Projects.*
___	___	Preliminary Hydrologic Map *The Engineer will develop a Hydrologic Map for the Projects. Hydrologic Maps will be based on LIDAR and GIS information.*
___	___	Preliminary ROW Requirements *The Engineer will research and identify affected property owners on the Projects utilizing the latest appraisal district file information from Hidalgo County Appraisal District and information from Carson Maps.*
___	___	Preliminary Cost Estimates *The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Projects.*
___	___	Preliminary Environmental Analysis (for fatal flaws) *The Engineer will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.*
___	___	Project Fact Sheet with Est. Local Cost vs. Total Project Cost *The Engineer will produce a Project Fact Sheet providing summaries of all pertinent items in this scope of services (as required) and providing estimated local costs vs. total project costs for the Projects.*
___	___	Meetings, Coordination & Support for Project Development *The Engineer shall provide coordination services and shall assist in meetings and workshops with TxDOT, Hidalgo County, Hidalgo County Drainage District No. 1 and Hidalgo County Irrigation Districts, and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Engineer shall coordinate with the Owner's staff on all Project related items.*

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 3 - ROUTE AND DESIGN STUDIES

(Function Code 110)

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	1. Route Location Studies
___	___	2. Level of Service Analysis
___	___	3. Traffic Evaluations and Projections
___	___	4. Develop Roadway Design Criteria
___	___	5. Preliminary Cost Estimates
___	___	6. Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
___	___	7. Preliminary Right-of-Way Requirements
___	___	8. Design Concept Conference
		9. Soil Core Hole Drilling
___	___	a. Pavement (See Section 7, pages 7-2 thru 7-3 for requirements)
___	___	b. Retaining Walls (See Section 10, page 10-1 for requirements)
___	___	c. Miscellaneous Structures (See Section 10, page 10-3 for requirements)
___	___	d. Bridges (See Section 11, page 11-2 thru 11-3 for requirements)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 4 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

(Function Code 120)

Services Provided By:

ENGINEER CITY/COUNTY

1. Environmental Reports

   All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.

   a. Environmental Assessments

   ___ ___ (1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.

   ___ ___ (2) An Environmental Assessment shall be prepared in accordance with 23 USC 327 and the 2014 TxDOT-FHWA Memorandum of Understanding, anticipating a Finding of No Significant Impact.

   ___ ___ (3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.

   b. Environmental Impact Statement

   ___ ___ (1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.

   ___ ___ (2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.

2. Public Involvement

   All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.

   ___ ___ a. A public involvement meeting(s) and public hearing shall be scheduled, coordinated and conducted.

   ___ ___ b. Technical assistance for one public meeting and one public hearing, preparation of, and maintenance of contact lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.

   ___ ___ c. A Notice of Availability (NOA) shall be published by the COUNTY upon approval of the environmental decision.

3. Technical Reports

   All technical reports shall be prepared in accordance with TxDOT's environmental rules and guidelines.

   ___ ___ a. Air Quality Analysis

   An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis shall be provided as a Technical Report and a summary of the air quality results included in the administratively complete document for the project.

   ___ ___ b. Biological Technical Report

   A biological form and technical report shall be prepared in accordance with the STATE'S Biological Guidelines. The report will include water resources, and threatened and endangered species.

   c. Cultural Resources

   Historical and archeological studies shall be completed in accordance with the STATE'S guidelines.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	(1) Historic Structure Studies A records search, project coordination request, and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
___	___	(2) Archeological Studies File searches, project coordination request, an archeological reconnaissance, and an archeological survey shall be conducted to determine if known archeological sites are present or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
___	___	d. Community Impact Analysis A community impact analysis shall be prepared in accordance with the STATE'S Community Impact Guidelines.
___	___	e. Hazardous Materials The consultant shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process) and a Hazardous Materials Technical Report, as needed.
___	___	f. Indirect and Cumulative Impacts Analysis An indirect and cumulative impacts analysis shall be prepared in accordance with the STATE's guidelines.
___	___	g. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis shall be provided as a Technical Report and a summary of the noise analysis results shall be included in the administratively complete document.
___	___	4. Environmental Scoping The ENGINEER shall initiate the environmental scoping process with TxDOT. An environmental scoping document and risk assessment will be completed in coordination with TxDOT.
___	___	5. General Guidelines for Preparation of Environmental Documents
		a. All technical reports will be submitted electronically to TxDOT through their FTP site.
		b. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site.
		c. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44.
		d. The administratively complete document will be submitted to TxDOT electronically through their FTP site.
		e. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client. All copies to TxDOT will be digital.
		f. Exhibits in the environmental document shall be color copies and text shall be black and white.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 5 - RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR CITY/COUNTY

NOTE: No work involving right-of-way (ROW) data is to be performed until the ENGINEER has given the SURVEYOR written approval of the final location of the proposed ROW lines as approved by TxDOT and the CITY.

A. RIGHT-OF-WAY MAPPING:

1. **PURPOSE:**
   The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.
2. **DEFINITIONS:**
   For purposes of this Contract, the following definitions shall apply:
   2.1. Abstract Map – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.
   2.2. Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.
   2.3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.
   2.4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.
   2.5. Owner – The most current title holder of record as determined by a study of the Real Property Records.
   2.6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.
   2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.
   2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.
   2.9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.
   2.10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.

Services Provided By:
SURVEYOR CITY/COUNTY

2.11. Preliminary Right-of-Way Layout/Abstract Map – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample Attached)*

2.12. Right-of-Way Maps/Property Description/Parcel Plats – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample Attached)*

3. WORK TO BE PERFORMED:

___ ___ 3.1. Preliminary Right-of-Way Layout/Abstract Map:

An abstract map shall be prepared sufficient to determine the following:

3.1.1. Any and all interests of public record held in the land to be acquired.

3.1.2 The total record holdings of an owner contiguous to land to be acquired from that owner.

3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)

3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.

3.1.5. All called monuments, bearings, and distances as per recorded information.

3.1.6. Preliminary Parcel numbering system.

3.1.7. Any and all utilities (permitted or of record)

3.1.8. Reference Sample provided.

___ ___ 3.2. Right-of-Way Map:

The SURVEYOR shall field locate property corners, existing right-of-way markers, improvements, visible utilities, verify and update the planimetric file, if provided, and as directed by the ENGINEER.

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the ENGINEER. The STATE has developed standard title sheets, index sheets, and plan sheets, copies of which the SURVEYOR shall request and secure for all purposes of this Contract. Plan sheets shall include, but need not be limited to, the following items of information.

By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.2. Existing right-of-way lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

Services Provided By:
SURVEYOR CITY/COUNTY

3.2 *Right-of-Way Map Continued (continued)*

3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.

3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.

3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.

3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.

3.2.8. County lines and city limit lines shall be located and identified by name.

3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.

3.2.10. Monumentation set or found shall be shown and described as to material and size.

3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.

3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.

3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.

3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.

3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.

3.2.16. Building lines or set-back lines shall be shown and identified.

3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).

3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.

3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

Services Provided By: SURVEYOR	CITY/COUNTY	
___	___	3.2 *Right-of-Way Map Continued (continued)*

3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:

a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

Services Provided By:
SURVEYOR CITY/COUNTY

3.3. Exhibits:
An Exhibit shall be prepared for each parcel or tract consisting of a property description and a parcel plat.

___ ___ 3.3.1. Property Description:

A property description shall be prepared for each parcel of land to be acquired. Standard formats for property descriptions, copies of which the SURVEYOR shall request to the ENGINEER and secure for all purposes of this Contract. Property descriptions shall include, but need not be limited to, the following items of information.

All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor. The property description shall begin with a general description which shall include as a minimum:

a. State, County, and Survey within which the proposed parcel of land to be acquired is located.
b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
c. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract. Use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used.
   The property description shall continue with a metes and bounds description which shall include as a minimum:
d. A point of commencing.
e. A point of beginning with the appropriate N and E surface coordinates.
f. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance. Each course shall be identified either as a proposed right-of-way line, and existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call.
g. A description of all monumentation set or found shall include, as a minimum, size and material.
h. A reference to the source of bearings, coordinates, and datum used.

___ ___ 3.3.2. Parcel Plat:

A parcel plat shall be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR shall request from the ENGINEER and secure for all purposes in this Contract. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel. All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	CITY/COUNTY	
		4. DELIVERABLES: In preparing right-of-way maps, the following is an outline of the work to be submitted (records should be delivered in a binder):
___	___	4.1. An Abstract Map of the current record title holders included in the Preliminary Map showing the proposed schematic and existing right-of-way as per General Specifications defined in 2.11.
___	___	4.2. A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats as per General Specifications defined in 2.12, 3.2 and 3.3.
		ROW Map Submittal Requirements:
		4.2.1. Two (2) paper sets of half-size ROW maps (11"x 17")
		4.2.2. One (1) paper set of the full-size ROW maps (22"x 34")
		4.2.3. Four (4) sets of original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*
		4.2.4. City requires one (1) electronic copy of the ROW Map on a CD, and One (1) copy of the DGN electronic file on a CD from the surveyor-Both the electronic copy of the ROW Map and the DGN file can be on one CD.
		IF Roadway is ON-SYSTEM and after Administrative Approval of the ROW Maps by Division (REVISIONS) Submittal Requirements:
		4.2.5. Two (2) paper sets of the half-size of the affected ROW map sheets (11"x17"), detailing the revision
		4.2.6. One (1) paper set of the full-size of the affected ROW map sheets (22"x 34"), detailing the revision
		4.2.7. Four (4) sets of any revised original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*
		4.2.8. Division needs one (1) electronic copy of the revised ROW Map sheets on a CD, and
		4.2.9. One (1) copy of the DGN electronic file on a CD from the surveyor-detailing the revision-Both the electronic copy of the revised ROW Map sheets and the DGN file can be on one CD.
___	___	4.3. Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,000 foot stations of the proposed centerline alignment.
___	___	4.4. Appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,000 foot stations, and as directed by the ENGINEER of the proposed centerline.
___	___	4.5. A SURVEYOR's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made.
___	___	4.6. Records used to establish ownership.
___	___	4.7. ROW and parcel filed notes signed and sealed by a RPLS.
___	___	4.8. Computation sheets of survey closures, ground surveys, etc. used to develop plats and meets and bound information.
___	___	4.9. Items indicated under the Automation Requirements Section 6.
___	___	4.10 Completed (Attached) Checklist with submittal of ROW Map etc.

Services Provided By:
SURVEYOR CITY/COUNTY

5. GENERAL REQUIREMENTS:

For purposes of this Contract, the following general requirements shall apply:

5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.

5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:

5.2.1. In (List Applicable Counties): Counties (---------- Zone), grid coordinates are multiplied by a combined adjustment factor of 1.xxxxxx to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.

5.3. Line and curve tables may be used when necessary.

5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.

5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

6. AUTOMATION REQUIREMENTS:

In addition to standard hard copy plots and mylar copies, the following will be required electronically:

6.1. Right-of-way maps and parcel plats shall be prepared using a *Micro Station* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *Micro Station V8* graphics system.

6.2. It is the intent of the ENGINEER to secure graphics files which have elements of equal integrity, singularity, and attributes as elements prepared using the State's *Micro Station V8* graphics system.

6.3. For purposes of clarity, consistency, and ease of utilization, the SURVEYOR shall request and secure standards relevant to right-of-way mapping to the extent necessary to ensure that the needs of the ENGINEER are met. This includes, but may not be limited to, TxDOT seed file and corresponding units.def file, TxDOT font resource file, TxDOT GEOPAK SMD file, TxDOT DGNLIB, associated cell libraries and custom line styles, and other files as deemed appropriate for the project.

6.4. Graphics files furnished to the ENGINEER by the SURVEYOR shall be submitted on a Compact Disk CD, DVD or USB, in a format compatible with the STATE's computer system. The SURVEYOR shall confer with the ENGINEER regarding acceptable media and formats before making submissions. The SURVEYOR shall request and secure a Consultant File Index form provided by the ENGINEER, to be completed by the SURVEYOR, and to be submitted to the ENGINEER along with the graphics files.

6.5. Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using *Microsoft Office Word Version 2007* word processing software.

6.6. Data files furnished to the ENGINEER by the SURVEYOR shall be submitted in ACSII format on a CD, DVD or USB.

6.7. Provide to the ENGINEER electronic copies of all instruments of record acquired pursuant to a work authorization.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:
SURVEYOR CITY/COUNTY

7. GENERAL SPECIFICATIONS:

For purposes of this Contract, the following general specifications for right-of-way mapping shall apply:

7.1. Completed right-of-way maps shall be submitted to the ENGINEER on single or double matte mylar, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet. Two copies on 11 inch by 17 inch paper will also be supplied to the ENGINEER.

7.2. Parcel plats shall be submitted to the ENGINEER on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.

7.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER.

7.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the ENGINEER.

7.5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the SURVEYOR shall use multiple 8 ½ inch by 11 inch sheets with matching lines.

7.6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).

7.7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.

7.8. The ENGINEER has encountered a number of mylar products which are considered unacceptable. The SURVEYOR shall confer with the ENGINEER regarding mylar products he intends to use which have not been previously used on State projects.

7.9. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.

8. ADHERENCE TO STANDARDS:

For purposes of clarity, consistency, and ease of understanding, the CITY/COUNTY, as an acquiring agency of private property for public use, has adopted the STATE standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the SURVEYOR to adhere to these standards and formats to every extent possible to ensure that the needs of the acquiring agency are met.

SAMPLES ATTACHED FC 130:

- PRELIMINARY Right-of-Way Layout / Abstract Map
- Right-of-Way Map, Field Notes, Parcel Sketches and Area Computation Sheets

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects.

MAP:

General

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Micro station and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements

___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:

___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines

___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ #5- 2-ft iron road set monumentation i.e. P.C., P.T., Break Points and 1000' stations at proposed ROW lines and where existing ROW line is the proposed ROW.
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

FIELD NOTES - Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel

___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH:

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

Services Provided By:
SURVEYOR CITY/COUNTY

DESIGN AND CONSTRUCTION SURVEYS:

PURPOSE:

The purpose of a "design survey" is to provide field information in support of transportation systems design.

The purpose of a "construction survey" is to provide field data in support of highway construction.

DEFINITIONS:

A "design survey" is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

A "construction survey" is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.

1. Design Surveying

___ ___ a. Primary Project Control – 3 to 5 miles spacing
Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer.
(1) Establish horizontal control points
(2) Establish vertical control points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE. ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

___ ___ b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Control Data Sheets for inclusion in the Construction Project Plans signed and sealed by an R.P.L.S.
(1) No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
(2) The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
(3) The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
(4) The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.
(5) Project control base lines

___ ___ (6) Photogrammetric ground control
(a) Establish horizontal control
(b) Establish vertical control points
(c) Place and maintain control point targets

Services Provided By: SURVEYOR	CITY/COUNTY	
___	___	c. Other Design Surveying

(1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set H&V Control at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each H&V Control. Provide an H&V Control along each outfall identified on the Hydrologic Map. The H&V Control shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Control Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.

(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.

(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.

(4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).

(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

(6) The Surveyor shall stake the proposed centerline on the existing fields as approved by Engineer before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout "EXHIBIT E". The SURVEYOR will meet with the ENGINEER before he ties down any irrigation lines. Jointly the SURVEYOR and the ENGINEER will identify from records such as the Irrigation District Maps and the A&M Data of existing irrigation lines that will need to be tied down. The SURVEYOR will follow the sample given to him by the ENGINEER and tie the structures horizontally and vertically and include in the field books to be submitted.

(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

(10) Tie to existing underground and overhead utilities (location, elevation and direction)

Horizontally – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.

Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	CITY/COUNTY	
___	___	(11) Cross section and profile all outfall channels identified on the Hydrologic Map for a distance of 200-ft beyond the proposed ROW upstream and downstream at 100-ft intervals. The SURVEYOR will provide a complete 2D/3D File including utilities of the outfalls identified.
		(12) Driveways and Turnouts (a) Inventory commercial entrances, public roads and side streets separately. (b) Obtain centerline station. (Width at ROW, PAV'T and existing radius. (c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. (d) Obtain width at R.O.W. line. (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
___	___	(13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
___	___	(14) Soil core hole staking at bridge class structures.
___	___	(15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
___	___	(16) Profiles of existing drainage facilities.
___	___	(17) Measurement of hydraulic opening under existing bridges.
___	___	(18) Obtain elevations of manholes and valves of utilities
___	___	(19) Provide temporary signs, traffic control, flags, safety equipment, etc.
___	___	(20) Ties to existing bridges railroad rail elevations or culverts that may conflict with new construction.
___	___	(21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
___	___	(22) Inventory signs, mailboxes, and driveways
___	___	(23) Locate wetlands.
___	___	(24) Locate existing right-of-ways.
		d. Construction Surveys: In performing construction surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:
___	___	(1) Stake existing and/or proposed right-of-ways.
___	___	(2) Stake existing and/or proposed baseline/centerline.
___	___	(3) Stake proposed bridge structures.
___	___	(4) Stake proposed drainage structures, such as manholes, culverts, etc.
___	___	(5) Set grade stakes.
___	___	(6) Recover and check existing control points.
___	___	(7) Establish additional control points.
___	___	(8) Check elevations and locations of structures.
___	___	(9) Determine and resolve conflicts associated with survey data.

Services Provided By:
SURVEYOR CITY/COUNTY

2. Photogrammetric Products

a. Uncontrolled Photography
   (1) Contact Prints
   (2) Mosaics
   (3) Digital ortho plots

b. Mapping
   (1) Planimetric Maps
   (2) Contour Maps
   (3) Cross Sections
   (4) Profiles
   (5) Digital Terrain Models (DTM)

3. UTILITY SUBSURFACE INVESTIGATION:

Utility Quality Levels are in cumulative order (least to greatest) as follows

3.1. Quality Level C - Existing Records: Utilities are plotted from review of available existing records that will be generated by the Engineer on the schematic and provided to the surveyor for his further creation of a Utility Map which will be turned in as a deliverable as part of this work order.

3.2. Quality Level B - Surface Visible Feature Survey: The Surveyor shall gather the field tied Utility Information and compare it to the existing records (if any) as provided by the Engineer and correlate with surveyed surface-visible features. The surveyor shall create a Utility Layout Map or plan layout 2D, showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations. The Layout Map will include all utilities that have been field tied – 2D Horizontal Utilities. This Layout will be provided to the Engineer and a meeting held with Engineer to identify which utilities will need to be tied down vertically. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the Engineer. This information will be provided in the latest version of Micro Station or Geopak used by the State. The electronic file will be delivered on C.D. or DVD. A hard copy is required and must be signed, sealed, and dated by the Surveyor. Note: Determine and inform the Engineer of the approximate utility depths at critical locations. This depth indication is understood by the Engineer to be approximate only and is not intended to be used for preparing the construction plans.

3.3. Subsurface Utility Locate (Test Hole) Service (Quality Level A), **THE SURVEYOR SHALL ESTIMATE LOCATING VERICALLY 25 UTILITES PER MILE OR AS IDENTIFIED BY THE ENGINEER.** Locate shall mean to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B and C. The Surveyor shall:

3.3.1 Review the requested test hole locations that have been identified by the Engineer and Coordinate with utility owner inspectors as may be required by law or utility owner policy.

Services Provided By:
SURVEYOR CITY/COUNTY

3. *Utility Subsurface (continued)*

3.3.2 Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:
- Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
- Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
- Elevation of existing grade over utility at test hole location.
- Horizontal location referenced to project coordinate datum.
- Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
- Utility facility material(s).
- Utility facility condition.
- Coating/Wrapping information and condition.
- Unusual circumstances or field conditions.

3.3.3 Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.

3.3.4 Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.

3.3.5 Provide complete restoration of work site and landscape to equal or better condition than before excavation.

3.3.6 Plot utility location position information on the Utility Layout sheet and identify the vertical elevation and sealed by the responsible Surveyor. This information will be provided in the latest version of Micro Station or Geopak format used by the State. The electronic file will be delivered on C.D or DVD.

4. <u>DELIVERABLES:</u>

The deliverables to be specified in individual work authorizations for design surveys and construction surveys may be any combination of the following:

___ ___ 4.1. Digital Terrain Models (DTM) in a format acceptable by the ENGINEER.

___ ___ 4.2. Final H&V Field Book Binder with all pertinent information obtained in the field for Design Surveys. Maps, plans, or sketches prepared by the SURVEYOR showing the results of field surveys.

___ ___ 4.3. Computer printouts or other tabulations summarizing the results of field surveys.

___ ___ 4.4. Digital files or media acceptable by the ENGINEER containing field survey data.

___ ___ 4.5. Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.

___ ___ 4.6. Field survey notes, as electronic and/or hard copies.

___ ___ 4.7. A H&V Control Book identifying the basis of the Primary and Secondary Control and an 8 ½ inch by 11 inch survey control data sheet for each construction control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. Survey control data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor.

Services Provided By: SURVEYOR	CITY/COUNTY	
		4. *Deliverables (continued)*
___	___	4.8. Final mylar set of 11 inch by 17 inch Survey Control data sheets sign and seal by the RPLS per TxDOT guidelines.
___	___	4.9. A digital and/or hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, data including property descriptions with field notes and plats, right-of-way maps, and survey control data sheets to include in the H&V Field Book Binder.
___	___	4.10. Survey reports in a format requested by the ENGINEER.
___	___	4.11. Items indicated under the Automation Requirements Section 6.

5. GENERAL REQUIREMENTS:

5.1. Design surveys and construction surveys shall be performed under the supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying.

5.2. Horizontal ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the STATE.

5.3. Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.4. Vertical ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the ENGINEER.

5.5. Reference may be made to standards of accuracy for vertical control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.6. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:

- Side shots or short traverses shall begin and end on horizontal and vertical ground control as described above.
- Standards, procedures, and equipment used shall be such that horizontal locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.1 of one foot.
- Utilities and improvements: less than 0.2 of one foot.
- Cross-sections and profiles: less than 1 foot.
- Bore holes: less than 3 feet.
- Standards, procedures, and equipment used shall be such that vertical locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.02 of one foot.
- Utilities and improvements: less than 0.1 of one foot.
- Cross-sections and profiles: less than 0.2 of one foot.
- Bore holes: less than 0.5 of one foot.

Services
Provided By:
SURVEYOR CITY/COUNTY

5. **AUTOMATION REQUIREMENTS:**

6.1 Planimetric design files (DGN) shall be fully compatible with the State's *Micro Station V8* graphics program without further modification or conversion.

6.2 Electronically collected and processed field survey data files shall be fully compatible with the State's *CADD* systems without further modification or conversion. All files shall incorporate only those feature codes currently being used by the STATE.

6.3 Digital Terrain Models (DTM) shall be fully compatible with the STATE's GEOPAK system without further modification or conversion. All DTM files shall be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESPONSIBILITIES

A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

B. INVOICING:

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

C. EASEMENTS, LETTERS OF PERMISSION, ETC.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

D. MEETINGS:

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 7 - ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By: ENGINEER	CITY/COUNTY	
		1. Geometric Design
___	___	a. Horizontal and Vertical Alignment (Preliminary based on office surveys)
___	___	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
___	___	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	2. General Guidelines for Project Development *(continued)*
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
___	___	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
___	___	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
___	___	b. Typical Sections
___	___	c. Design Cross Sections
___	___	d. Determine Cut and Fill Quantities
___	___	e. Slope Stability Analysis
___	___	f. Embankment Foundation Stability Analysis
___	___	g. Embankment Settlement Analysis
		5. Pavement Design
___	___	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
___	___	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
___	___	(a) Along center line
___	___	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		5. Pavement Design *(continued)*
		c. Embankment and Subgrade *(continued)*
___	___	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
___	___	d. Traffic Data for Pavement Design by STATE
___	___	e. Basic Design Criteria
___	___	f. Life Cycle Cost Analysis(es)
___	___	g. Cost Data
___	___	h. Pavement Material Properties
___	___	i. Rehabilitation Investigations
___	___	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 8 - DRAINAGE

(Function Code 161)

Services Provided By: ENGINEER	CITY/COUNTY	

All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.

		1. Hydrologic Studies, Discharges
___	___	a. Drainage area maps showing existing conditions and proposed improvements.
___	___	b. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
___	___	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
___	___	(2) Storm water detention required outside the ROW (as per HCDD#1)
___	___	(3) Culverts
___	___	(4) Bridge waterways
___	___	(5) Channels
___	___	(6) Storm sewers/inlets
___	___	(7) Pump stations
___	___	(8) Storm Water Management facilities
___	___	(9) Other
		(a) Irrigation Canals/Siphons
___	___	b. Hydraulic report(s)
___	___	c. Federal Emergency Management Agency (FEMA) floodway requirements
___	___	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
___	___	(1) New culverts
___	___	(2) Culvert widening and/or lengthening
___	___	(3) Culvert replacements
		b. Storm sewers
___	___	(1) New storm sewers
___	___	(2) Modify existing storm sewers
___	___	(3) Inlets
___	___	(4) Manholes
___	___	(5) Trunk lines
___	___	c. Pump stations
___	___	d. Subsurface drainage at retaining walls
___	___	e. Outfall channel(s) within the ROW
___	___	f. Outfall channel(s) outside the ROW
___	___	g. Detention Pond(s) within the ROW
___	___	h. Detention Pond(s) outside the ROW
___	___	i. Summary of Quantities
___	___	j. Storm Water Management facilities
___	___	4. Storm Water Pollution Prevention Plan (SW3P)
___	___	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 9 - SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	1. Signing and Markings Layout a. Requirements (Separate Layout) (1) Roadway layout (2) Center line with station numbering (3) ROW lines (4) Culverts and other structures that present a hazard to traffic (5) Location of utilities, if not shown on plan and profile (6) Existing signs to remain, to be removed, to be relocated (7) Proposed signs (illustrated and numbered) (8) Existing overhead sign bridges to remain, to be revised, removed or relocated (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout) (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation (12) Quantities of existing pavement markings to be removed (13) Proposed delineators and object markers b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided: (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer) (5) Tentative ROW limits (6) Direction of traffic flow on all roadways (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
___	___	2. Summary of Small Signs Tabulation
___	___	3. Summary of Large Signs Tabulation including all Guide Signs
___	___	4. Sign Detail Sheets a. All signs except route markers b. Design details for large guide signs c. Dimensions of letters, shields, borders, corner radii etc. d. Designation of shields attached to guide signs e. Designation of arrow used on exit direction signs

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
___	___	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
___	___	(2) Photographs as appropriate
___	___	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
___	___	(a) Existing
___	___	(b) Estimated
___	___	(c) Projected
___	___	(d) Pedestrian
___	___	(5) Traffic Survey - Count Analysis
___	___	(6) Recommendation based on above data
		b. Layout
___	___	(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)
		(9) Phase sequence diagram(s)
		(a) Signal locations
		(b) Signal indications
		(c) Phase diagram
		(d) Signal sequence table
		(e) Flashing operation (normal and emergency)
		(f) Preemption operation (when applicable)
		(g) Interval timing, cycle length and offset

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		5. Traffic Signals *(continued)*
___	___	b. Layout *(continued)*
		(10) Construction detail sheets(s)
		(a) Poles (TxDOT standard sheets)
		(b) Detectors
		(c) Pull Box and conduit layout
		(d) Controller Foundation standard sheet
		(11) Marking details (when applicable)
		(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
		(13) Aerial or underground interconnect details (when applicable)
		c. General Requirements
		(1) Contact local utility company
___	___	(a) Confirm power source
___	___	(b) Discuss route of aerial or underground interconnect cable (when applicable)
___	___	(c) Adjustment of overhead utility lines
___	___	(2) Prepare governing specifications and special provisions list
___	___	(3) Prepare project estimate
___	___	d. Summary of Quantities

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 10 - MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services Provided By: ENGINEER	CITY/COUNTY	
		1. Retaining Walls
		a. Structural Details
___	___	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
___	___	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
___	___	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
___	___	(1) Mechanically Stabilized Earth
___	___	(2) Concrete Block Wall Systems
___	___	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
___	___	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint or intervals***
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
___	___	e. Foundation Studies (Show cost estimate with Function Code 110)
___	___	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
___	___	f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
___	___	g. Estimate
___	___	h. Summary of Quantities
___	___	i. Typical X-section.
___	___	j. General Guidelines for Retaining Walls
		(1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
		(2) The ground water level should be observed at the water strike.
		(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
		(4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	2. Traffic Control Plan, Detours and Sequence of Construction Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts: a. The sequence of construction and method of handling traffic during each phase. b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc. c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence. d. Where detours are provided, typical cross sections shall be shown. e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.
		3. Illumination
___	___	a. Preliminary Roadway Illumination Layout and Circuit Layout (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following: (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer) (e) Tentative ROW limits (f) Direction of traffic flow on all roadways (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
___	___	b. Final Roadway Illumination and Electrical Circuit Layouts (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc. (2) Center line with station numbering. (3) ROW lines. (4) Symbol legend. Use department standard symbols for lighting and electrical. (5) Culverts and other structures that present a hazard to traffic. (6) Location of underground utilities, if not shown on plan profile. (7) Location of overhead electrical lines, both crossing and parallel to ROW. (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated. (9) Existing service poles, electrical circuits, ground boxes, etc. (10) Contact electric utility for service pole locations, voltage characteristics. (11) Location of proposed sign lighting circuits and roadway illumination. (12) Proposed electrical circuits. (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		3. Illumination *(continued)*
___	___	c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.
		4. Miscellaneous Drafting/Standards
___	___	a. Erosion Control
___	___	b. Landscape Development
___	___	5. Compute and Tabulate Quantities
___	___	6. Special Utility Details (Irrigation lines)
		7. Miscellaneous Structures
		a. Type of Structure*
		(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
___	___	(a) New O.S.B. structure(s)
___	___	(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
___	___	(2) High Mast Illumination Poles (HMIP)
___	___	(3) Traffic Signal Supports
___	___	(4) Conventional Illumination Poles
___	___	(5) Sound Barrier Walls
___	___	b. Checklist for Layouts
		(1) Reference appropriate O.S.B. standard
		(2) Drilled shaft size and length
		(3) Soil strength used for design {indicate basis and boring(s) used}
		(4) Design height
		(5) Tower heights
		(6) Leg spacings
		(7) Design wind speed
___	___	c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8. Agreements
___	___	a. Utility Agreements
___	___	b. Exhibits for Utility Agreements
___	___	c. Railroad Agreements
		d. Railroad Exhibits
___	___	(1) Railroad Underpasses
___	___	(2) Railroad Overpasses
___	___	(3) Railroad Grade Crossing (Replanking)
___	___	(4) Railroad Grade Crossing Warning Systems (Signals)
___	___	(5) Other Miscellaneous Sketches for Railroads
___	___	e. Traffic Signal Agreements
___	___	f. Exhibits for Traffic Signal Agreements
___	___	9. Estimate
___	___	10. Specifications and General Notes

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 11 - BRIDGE DESIGN

(Function Code 170)

Services Provided By: ENGINEER	CITY/COUNTY		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
___	___	(1) Underpass(es)	
___	___	(2) Overpass(es)	
___	___	(3) Main Lanes	___
___	___	(4) Direct Connector(s)	___
___	___	(5) Ramp Bridge(s)	___
___	___	(6) Waterway Structure(s)**	___
___	___	(7) Pedestrian Structure(s)	___
___	___	(8) Utility Structure(s)	___
___	___	(9) Railroad Underpass(es)	___
___	___	(10) Railroad Overpass(es)	___
___	___	(11) Bridge Classification Culvert(s)**	___
___	___	(11) Alternate Structural Designs	___
___	___	(12) Alternate Foundation Design	___
		Total New Structures =	
		b. Existing Structure(s)	___
___	___	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	
___	___	(2) Bridge Replacement	___
___	___	(3) Raising Bridge Elevation	___
___	___	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	___
___	___	(5) Railroad Overpass(es)	___
___	___	(6) Railroad Underpass(es)	___
		Total Existing Structures =	___

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and super elevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

b. Bridge Layouts (ELEVATION)
   (1) Type of foundation.
   (2) Finished grade elevations at beginning and end of bridge.
   (3) Overall length of structure.
   (4) Length, type of spans and units.
   (5) Type of railing.
   (6) Minimum calculated vertical clearance(s).
   (7) Existing and proposed ground lines clearly marked.
   (8) Grid elevations and stations.
   (9) Bent numbers encircled.
   (10) Stationing of bridge compatible with grid stations.
   (11) Standard title.
   (12) Profile grade data.
   (13) Type of riprap.
   (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
   (15) Fixed/expansion condition of all bents.
   (16) Column "H" heights.
   (17) Number, size and length of foundations.

Services Provided By:
ENGINEER CITY/COUNTY

2. Preparation of Bridge Layouts (each bridge) *(continued)*
   c. Additional layout requirements for waterway structures and bridge classification culverts.
      (1) Design and 100-year peak discharges.
      (2) Design and 100-year high water (HW) (Recorded HW and date if available)
      (3) Natural and through-bridge velocities for design and 100-year floods.
      (4) Calculated backwater for design and 100-year floods.
      (5) Direction of flow for waterway crossings.
      (6) Contours for water crossing.

3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
4. Foundation Studies (Show cost estimate with Function Code 110)
   The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
5. Bridge Total Quantities and Cost Estimates (each bridge)
6. Bridge Special Provisions and Specifications (each bridge)
7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
8. General Guidelines for Bridge Design
   a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**

      Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:

      - TxDOT Design Division, when applicable:
        - Railroad Companies
        - FHWA
        - U.S. Army Corps of Engineers
        - U.S. Coast Guard
        - Bureau of Reclamation
        - Texas Parks and Wildlife
        - Others

      Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this.

   b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.

   c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services
Provided By:
ENGINEER CITY/COUNTY

8. General Guidelines for Bridge Design *(continued)*

d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**

e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.

f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.

h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.

i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.

j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.

k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 12 - CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services Provided By:
ENGINEER CITY/COUNTY

___ ___ **CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

1) The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ENGINEER will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration and Inspection:

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

Miscellaneous Technical Activities:

8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.

9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

CONSTRUCTION MATERIAL TESTING:

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
(g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.
(h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.
(i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 13 - FC 600 – ACQUISITION PROVIDER SERVICES
(for EST. 0 PARCELS AND 0 RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

Services Provided By: ENGINEER	CITY/COUNTY	
		1) PROJECT ADMINISTRATION
___	___	a) Negotiation of Scope of Services for Work Authorization
		i) Acquisition Provider will visit project site with COUNTY personnel if necessary.
___	___	b) Project Presence at L&G Consultant Office Headquarters
		i) Full Project Office
		(1) No Joint Use of COUNTY or TxDOT facilities
		(2) Open during normal COUNTY and State work hours
		(3) Personnel available to answer questions
		(4) Availability of Project Files
		(5) At least one office staff member is required to be a current commissioned notary public.
___	___	c) Overhead Costs
		i) Administrative costs
___	___	d) Communication
		i) Provide monthly progress reports with invoice.
		ii) Participate in project review meetings as determined by the COUNTY.
		iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters.
		iv) Prepare and Mail via Certified, Return Receipt Requested method, all introduction letters for each individual parcel.
___	___	e) File Management
		i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary.
		ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
		iii) Maintain records of all payments including check number, amount, and date paid, etc.
		iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference.
		v) Maintain copies of all correspondence and contacts with property owners.
		2) TITLE SERVICES
___	___	a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item.
___	___	b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item.
___	___	c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		3) APPRAISAL
___	___	a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.
___	___	b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, are unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports.
___	___	c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms.
___	___	d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
___	___	e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
___	___	f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
___	___	g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT.
___	___	h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or TxDOT.
___	___	i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
___	___	j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		4) APPRAISAL REVIEW
___	___	a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.
___	___	b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices.
___	___	c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		5) APPRAISAL UPDATES
___	___	a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
___	___	b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT.
___	___	c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the COUNTY/TxDOT.
___	___	d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
___	___	e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.
		6) NEGOTIATION, TASKS AND FEES
___	___	a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.
___	___	b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
___	___	c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms.
___	___	d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures, Acknowledgement of Appraisal and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
___	___	e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).
___	___	f) Respond to property owner inquiries verbally and in writing within two business days.
___	___	g) Prepare a separate negotiator contact report for each parcel per contact.

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
___	___	i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures.
___	___	j) Prepare final offer letter, documents of conveyance as necessary.
___	___	k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
___	___	l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.
___	___	m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
___	___	n) The consultant shall, as part of this proposal, estimate 10% of the parcels identified on Page 37 may result in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.
		7) CLOSING SERVICE FEES
___	___	a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY.
___	___	b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
___	___	c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission.
		8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).
___	___	a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)
___	___	b) L&G will provide advisory services to business displacements and relocate them effectively.
___	___	c) TxDOT will review, approve and pay for all relocation costs as per the Agreement.
		9) CONDEMNATION SUPPORT
___	___	a) Pre-Hearing Support i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company. ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor, if applicable. iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

Services Provided By: ENGINEER	CITY/COUNTY

iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.

v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.

vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developedby the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.

vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.

viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.

ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.

x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.

xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.

xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.

xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.

xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.

xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

b) Post Hearing Support (by COUNTY Attorney)

i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.

ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.

iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

Services Provided By:
ENGINEER CITY/COUNTY

v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) COMPENSABLE UTILITIES

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

___ ___ a) Preliminary Design Consultations
i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.

___ ___ b) Field Observations and Verifications
i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.

___ ___ c) Exchange of Information with Utility Providers
i) Provide project schedule.
ii) Request schedules for utility adjustments.
iii) Identify who is responsible for utility process.

___ ___ d) Confirmation of Property Interests
i) Request Documents.
ii) Coordination of data on maps and citation of property interest documents.
iii) Confirm utilities are within easements.

___ ___ e) Coordination of Agreements
i) Identify utilities that are compensable.
ii) Determine parties and agreements necessary to complete compensable process.
iii) Coordinate execution and processing of Standard Utility Agreements.

___ ___ f) Utility Meetings throughout project development
i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.
ii) Attend and participate in meetings by other parties.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		11) PAYMENT SCHEDULE
___	___	a) Project Administration
		i) Payment and Milestones
		(a) Full Project Office
		(1) Lump Sum Basis (assume 1 year project presence)
		(2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
		(3) Remainder paid out in equal monthly installments of 15% starting the following month.
		(4) Monthly billing to COUNTY OF HIDALGO will be required.
		b) Title Services
		ii) Payment
		(a) Per Parcel basis.
		iii) Milestones
		(a) 100% upon securing initial title commitment.
		c) Appraisal Services
		i) Payment
		(a) Per Parcel Basis
		ii) Milestones
		(a) 100% paid upon delivery of complete and acceptable appraisal report
		d) Appraisal Review
		i) Payment
		(a) Per Parcel Basis
		ii) Milestones
		(a) 100% upon submission of ROW-A-10
		e) Appraisal Update
		i) Payment
		(a) Per Parcel Basis
		ii) Milestones
		(a) 100% upon delivery of complete and acceptable appraisal update.
		f) Negotiation, Task, and Fees
		i) Payment
		(a) Per Parcel Basis
		ii) Milestones
		(a) 80% upon presentation of initial offer.
		(b) 20% upon successful negotiation and all instruments are recorded.
		g) Closing Service Fees
		i) Payment
		(a) Per Parcel Basis
		ii) Milestones
		(a) 100% upon recordation of instrument of conveyance.
		h) Relocation Assistance
		i) Payment
		(a) Per Relocation
		ii) Milestones
		(a) 100% upon issuance of 90-day vacancy letter.
		i) Compensable Utilities
		i) Payment
		(a) By percent complete

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
Schematic	Mission Office
Environmental Document	Mercedes Office

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the County.

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
(1) Drilled shaft size and length
(2) Soil strength used for design {indicate basis and boring(s) used}
(3) Design height
(4) Tower height
(5) Leg spacings and
(6) Design wind speed.
The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

APPENDIX C - GENERAL PLAN CHECKLIST

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	Title Sheet
___	___	Project Layout
___	___	Sequence of Work
___	___	Detour Layouts & Profiles
___	___	Construction Pavement Markings
___	___	Signing & Barricades
___	___	Construction Sign & Beacons
___	___	Typical Sections
___	___	Shaping & Finishing Sections
___	___	Slopes Adjacent to Shoulders
___	___	Estimate & Quantities
___	___	General Notes & Specification Data
___	___	Grading Summary
___	___	Miscellaneous Summaries (See following "SUMMARIES" heading)
___	___	Horizontal Curve Data & Alignment Layouts
___	___	Drainage Summaries
___	___	Structure Summaries
___	___	Erosion Control Summary & Details
___	___	Plan/Profile Sheets
___	___	Erosion Control Summary & Details
___	___	Pavement Contours
___	___	Superelevation Transition (If Required)
___	___	Grading Contours
___	___	Guard Fence Layouts
___	___	Storm Water Pollution Prevention Plans (SW3P)
___	___	Drainage Area Maps
___	___	Hydraulic Data
___	___	Drainage Sheets
___	___	Bridge Hydrology Sheets
___	___	Inlet & Manhole Details
___	___	Utility Support Details
___	___	Culvert Cross Sections & Details
___	___	Special Culvert Designs
___	___	Special Drainage Details
___	___	Chain Link Fence Locations
___	___	Ramp Details Sheet
___	___	Removal Item Sheet - Including detours
		(Shown in detour summary, No payment for removal; subsidiary to construction detours)
___	___	Pavement Details
___	___	Pavement Standard Modification for Concrete Shoulder
___	___	Concrete Pavement Continuously Reinforced (CPCR)
___	___	Concrete Pavement Contraction Design (CPCD)
___	___	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
___	___	Bridge Approach Slab Details
___	___	Vehicle Attenuator Details
___	___	Miscellaneous Details
___	___	Wheelchair Ramps
___	___	Pavement Marking Details
___	___	Modified Standards
___	___	List of Standards
___	___	Permanent Signing Plans & Quantities

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	Permanent Lighting Plans, Quantities & Standards
___	___	Bridge Layout(s)
___	___	Bridge Details
___	___	Retaining Wall Layout(s)
___	___	Retaining Wall Details
___	___	Pumphouse Details
___	___	Underdrain Details (Retaining Walls)
___	___	Culvert Standards
___	___	Soil Profile
___	___	Temporary Traffic Signals
___	___	Design Cross Sections
___	___	Estimate
___	___	List of Standard Specification, Special Provisions & Special Specifications
___	___	Detour Special Provisions (If Required)
___	___	Construction Time Estimate
___	___	Critical Path Method (CPM)
___	___	Unit Price Documentation
Miscellaneous		
___	___	Conduit Requirements
___	___	Traffic signal Requirements
Summaries		**(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**
___	___	Salvaging and Placing Topsoil
___	___	Prepare ROW
___	___	Remove Old Structures
___	___	Scarify Existing Pavement
___	___	Remove Old Concrete Curb of Curb and Gutter (C&G)
___	___	Remove Old Concrete Pavement
___	___	Remove Old Concrete Riprap
___	___	Remove Metal Beam Guard Fence
___	___	Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
___	___	Temporary Guard Fence (TEMPGF)
___	___	Summary of Concrete Flumes
___	___	Curbs
___	___	Adjust Manholes & Inlets
___	___	Underdrains
___	___	Base and Pavement
___	___	Large Structure
___	___	Concrete Riprap (RR8 & RR9)
___	___	Temporary Portable Concrete Barrier (PCBR)
___	___	Concrete Traffic Barrier
___	___	Vehicle Attenuator
___	___	Guard Rail Energy Absorbing Terminal (Great System)
___	___	Pavement Markings & Blast Cleaning (Thermoplastic)
___	___	Retaining Walls
___	___	Large Structure Summaries
___	___	Small Structure Summaries

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	CITY/COUNTY	Summaries (ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)
___	___	Earthwork (Roadway & Channel) & Channel Details
___	___	Culverts
___	___	Detours
___	___	Seeding or Mulch Sod - Quantity Only
___	___	Inlet & Manholes
___	___	Sidewalks
___	___	Construction Pavement Markings
___	___	Driveways
___	___	Concrete Median
___	___	Storm Sewers
___	___	Head Walls & Safety End Treatments
___	___	Curb Openings
___	___	Manholes
___	___	Chain Link Fence, Remove & Replace Chain Link Fence
___	___	Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

EXHIBIT "C"
PROJECT SCHEDULE

OVERPASS AT SH 107 AND FM 2128 (SCHUNIOR RD) PROJECT

	2015		2016											
TASK AND DESCRIPTION	**NOV**	**DEC**	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**
LEVEL OF SERVICE ANALYSIS														
Meetings & Coordination w/ Pct. #4 Staff on Project Development Activities	■	■	■	■										
Preliminary Design Values	■	■	■											
Preliminary Route Locations on Uncontrolled Mapping	■	■	■	■										
Uncontrolled Mapping (w/ Contours & GIS Info)	■	■	■											
Preliminary Traffic Evaluations and Traffic Counts	■	■	■											
Preliminary Hydrologic Map	■	■	■											
Preliminary ROW Requirements		■												
Preliminary Cost Estimates		■	■											
Preliminary Environmental Analysis (for fatal flaws)		■												
Project Fact Sheet with Estimated Local Cost vs. Total Project Cost		■												
Level of Service Analysis	■	■	■											
Develop Three (3) Conceptual Prel. Schematics	■	■	■	■										
Collect Accident Data	■	■	■											

EXHIBIT "D"
CONTRACT RATES

L & G Engineering
Transportation Consulting Engineers

Audited Overhead Rate FY 2014

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 15
Principal	$ -	$ -
Senior Project Manager	$ 70.00	$ 211.40
Engineer (V) - Senior Engineer	$ 58.00	$ 175.16
Senior Environmental Planner/Specialist	$ 49.00	$ 147.98
Engineer (III) - Project Engineer	$ 43.00	$ 129.86
Engineering Lab Manager	$ 34.00	$ 102.68
Senior Engineer Tech / Geotechnical Engineer	$ 32.00	$ 96.64
Environmental Planner/Specialist (II)	$ 30.00	$ 90.60
Project Inspector (V)	$ 28.00	$ 84.56
Record Keeper	$ 27.00	$ 81.54
Environmental Planner/Specialist (I)	$ 26.00	$ 78.52
Project Inspector (I)	$ 22.00	$ 66.44
CADD Operator / GIS Analyst	$ 22.00	$ 66.44
Admin/Clerical	$ 20.00	$ 60.40
Soil & AggregateTechnician	$ 17.00	$ 51.34
Concrete Technician	$ 17.00	$ 51.34
Asphalt Technician	$ 17.00	$ 51.34
Negotiated Overhead Rate: **169.26%** Negotiated Profit Rate: **12.00%** Multiplier: **3.02**	and profit. All rates are negotiated rates and are not subject to change or adjustment.	
Other Direct Expenses:	**Cost**	
Lodging	$85/night	
Meals	$36/day	
Mileage	$0.56/mile	
Car Rental	$75.00/day	
8 1/2" X 11" copies	$1.00/sheet	
11" X 17" copies	$1.50/sheet	
11" X 17" Mylar	$2.00/sheet	
Overnight Mail - Letter Size	$15.00/Each	
Overnight Mail - Oversized Box	$38.00/Each	

JG Approved 7/15/2015

EXHIBIT "D"
CONTRACT RATES

GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING (CMT) SERVICES
Direct Expenses

Geotechnical Field Services

Mobilization (Drill Rig and Crew)	$441.66/Day
Stand-By Time	$194.18/Hr.
Texas Cone Penetration Test (Tex-132)	$5.55/Ea.
Soil Boring / Solid Stem	$31.08/Lf
Soil Boring / Hollow Stem	$31.08/Lf
Soil Boring / Mud Rotary	$31.08/LF
Mileage (Logger-Soil Tech)	$.56/Mi.
Support Truck	$1.65/Mi.
Piezometer / Monitoring Well	**By Quote**

Soil Testing

Moisture Content Determination	ASTM D2216 - Tex-103-E	$10.55/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$53.15/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$53.37/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$79.66/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$66.47/Ea.
Particle Size Analysis of Soils (Gradation)	ASTM D 422 - Tex-110-E	$95.76/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$66.47/Ea.
Lime Series Testing (PI Relation)	Tex-112-E	$477.96/Ea.
Lime Series Testing (pH Relation)	Tex-121-E (Part III)	$518.40/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$212.59/Ea.
Standard Proctor	ASTM D 698	$205.82/Ea.
Modified Proctor	ASTM D 1557	$212.50/Ea.
Field Density Test (Nuclear)	ASTM D 6938 - Tex-115-E	$23.91/Ea.
Determination of Soil pH	Tex-128-E	$86.40/Ea.
Soil-Lime Testing	Tex-121-E (Part I)	$159.44/Ea.
Resistivity of Soils	Tex-129-E	$96.65/Ea.
Sulfate Content of Soils	Tex-145-E	$86.40/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$232.55/Ea.
Triaxial Compression Test (Dist. Soil & Base)	Tex-117-E	$350.00/Ea.
Unconfined Compression-Soil	ASTM D 2166	$49.95/Ea.
Uniaxial Compression-Rock	ASTM D 7012	$53.27/Ea.
Consolidation Test	ASTM D 2435	$521.51/Ea.

Coarse & Fine Aggregate Quality Testing

Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$59.73/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$72.27/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve)	Tex-401-A	$85.00/Ea.
Sieve Analysis (Additional Sieves)	All Methods	$13.31/Ea.
Deleterious Material (Coarse Aggr.)	Tex-217-F (Part I)	$46.50/Ea.
Deleterious Material (Concrete Aggr.)	Tex-413-A	$46.50/Ea.
Decantation (Coarse Aggr.)	Tex-217-F (Part II)	$46.50/Ea.
Decantation Test (Fine Aggr. - Conc.)	ASTM C 117 - Tex-406-A	$46.50/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$72.99/Ea.
L.A. Abrasion	ASTM C131 - Tex-410-A	$564.55/Ea.
Soundness (5 Cycle Magnesium Sulfate)	ASTM C 88 - Tex-411-A	$564.55/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$66.47/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	$13.25/Ea.

EXHIBIT "D"
CONTRACT RATES

*(In Conjunction w/ SSD Unit Wt of Aggregates)		
Sand Equivalent	ASTM D 2419 - Tex-203-F	$72.99/Ea
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$79.67/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$46.50/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$15.95/Ea.
Flat & Elongated Particles (Coarse Aggr.)	Tex-280-F	$60.00/Ea.
Coarse Aggr. Ang. – Crushed Face (Coarse Aggr.)	Tex-460-A (Part I)	$80.00/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	$86.40/Ea.

Pavement Testing (Mix & Roadway) / Asphalt Quality

Sieve Analysis (Paving Mix Gradation)	Tex-236-F / Tex-200-F	$90.00/Ea.
Asphalt Content	Tex-236-F	$90.00/Ea.
Voids in Mineral Aggr. (VMA)	Tex-207-F	$110.00/Ea.
Boil Test (Effect of Water on Paving Mix)	Tex-530-C / Tex-531-C	$86.40/Ea.
Indirect Tensile Strength Test	Tex-226-F	$600.00/Ea.
Moisture Content (Paving Mix)	Tex-212-F (Part II)	$15.00/Ea.
Lab Molded Density	Tex-207-F	$80.00/Ea.
Hamburg Wheel Tracker	Tex-242-F	$900.00/Ea.
Field Coring – ACP Thickness	ASTM D 3549	$66.47/Ea.
Pavement Thickness Determination (Full Depth)	ASTM D 3549	$88.45/Ea.
Density of Asphaltic Cores (4 or 6 inch) (Set of 2)	Tex-207-F	$73.04/Ea.
In-Place Air Voids	Tex-207-F	$25.00/Ea.
Maximum Theoretical SPG (Rice Gravity)	Tex-227-F	$90.00/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$232.48/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (Part IV)	$39.86/Ea.
Segregation Profile	Tex-207-F (Part V)	$300.00/Ea.
Joint Density	Tex-207-F (Part VII)	$300.00/Ea.
Tack Coat Adhesion	Tex-243-F	$100.00/Ea.
Thermal Profile	Tex-244-F	$175.00/Ea.
Ride Quality	Tex-1001-S	**By Quote**

Pavement Investigation (All Inclusive – QA Verification Field Sample) ~
Includes Core Existing Asphalt for Thickness, Perform Caliche Base Thickness,
Sieve Analysis & Plasticity Index, Stabilized Subgrade Thickness & Plasticity Index $498.08/Ea.

Concrete/Masonry Field & Laboratory Testing

Temperature Test (Fresh Mix Conc.)	Tex-422-A	No Charge
Slump Test	ASTM C 143 - Tex-415-A	No Charge
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$23.86/Ea.
Air Content (Volumetric)	ASTM C 173	$26.56/Ea.
Casting of Concrete Cylinders	ASTM C 31 - Tex-447-A	No Charge
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192 - Tex-447-A	$12.00/Ea.
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$15.92/Ea.
Casting of Grout Prisms	ASTM C 1019	No Charge
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	$33.23/Ea.
Casting of Mortar Cubes	ASTM C 780	No Charge
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	$32.48/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	$232.41/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	$232.41/Ea.

***(In Conjunction w/ Field Inspection)**

EXHIBIT "D"
CONTRACT RATES

Miscellaneous Testing

Drilled Shaft Slurry Density	Tex-130-E (Part II)	$25.00/Ea.
Drilled Shaft Slurry Sand Content	Tex-130-E (Part III)	$20.00/Ea.
Drilled Shaft Slurry Viscosity	Tex-130-E (Part IV)	$25.00/Ea.

CMT Engineering Review, Evaluation, Management & Administration

Test Report.....$23.59/Ea.

The specific hourly rate within each classification listed under Labor/Staff Classification depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:

Mileage..... .56/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.

EXHIBIT D-1
ESTIMATED PRELIMINARY PROJECT COSTS
OVERPASS AT SH 107 & SCHUNIOR INTERSECTION

ROADWAY PROJECT:	Overpass at SH 107 & Schunior Intersection
LIMITS:	from
EXISTING ROADWAY SECTION:	4 lane rural divided
EXISTING ROW WIDTH:	150-ft variable
PROPOSED ROADWAY SECTION:	4-lane divided overpass
PROPOSED ROW WIDTH:	150FT - 450-FT
ESTIMATED CONSTRUCTION COST:.....	**$35,000,000.00**
LENGTH FOR 4-LANE ROADWAY	2 Miles

ESTIMATED PROJECT COSTS	*STATE/MPO*	** LPA*
LEVEL OF SERVICE ANALYSIS		
Preliminary Design Values	$ -	$ 7,676.84
Preliminary Route Locations on Uncontrolled Mapping	$ -	$ 14,375.20
Uncontrolled Mapping (w/Contours & GIS Info)	$ -	$ 6,788.96
Preliminary Traffic Evaluations	$ -	$ 7,414.10
Preliminary Hydrologic Map	$ -	$ 5,722.90
Preliminary ROW Requirements	$ -	$ 6,474.88
Preliminary Cost Estimates	$ -	$ 3,829.36
Preliminary Environmental Analysis (or fatal flaws)	$ -	$ 13,297.06
Project Fact Sheet with Estimated Local Cost vs Total Project Cost	$ -	$ 11,403.52
Meetings, Coordination & Support for Project Development	$ -	$ 22,106.40
Develop 3 Conceptual Preliminary Schematics for 3 Overpasses	$ -	$ 56,655.20
Provide 24 hour traffic counts at 7 Locations	$ -	$ 15,051.68
Provide peak period turning movement traffic counts at 8 Locations	$ -	$ 15,051.68
Collect and review accident records for the past 4 years	$ -	$ 4,083.04
Level of Service Analysis	$ -	$ 40,796.09
SUB-TOTAL	**$ -**	**$ 230,726.91**
PHASE I - EA, PUBLIC INVOLVEMENT, SCHEMATIC, DESIGN		
Environmental Assessment with TxDOT **(CE Less than 30 Acres)**	$ -	$ -
Public Involvement for the project with stakeholders and 1 Public Meeting	$ -	$ -
Archeological and Historical Research	$ -	$ -
Engineering Technical Support at Public Mtgs with Layouts etc	$ -	$ -
LOS Analysis of Intersection	$ -	$ -
Schematic	$ -	$ -
Hydrological Map	$ -	$ -
Office Surveys for Schematic (Preliminary Ownership Identification and Property Rights)	$ -	$ -
Preliminary Compensable Utilities Identification on Schematic for Approval by TxDOT/FHWA	$ -	$ -
Update Sch based on comments as provide by TxDOT/Co. for schematic and EA update w/ FHWA	$ -	$ -
Engineering Technical Support at Public Hearing with Layouts etc	$ -	$ -
Public Involvement and 1 Public Hearing	$ -	$ -
SUB-TOTAL	**$ -**	**$ -**
PHASE II- PS&E and CONSTRUCTION OVERSIGHT		
Outfall Identification Preliminary Property Ownership and Hydraulics	$ -	$ -
PS&E Development (7% Engineering Fee)	$ -	$ -
PS&E Development for OUTFALL(S)	$ -	$ -
Field Surveys for Design and Construction	$ -	$ -
Permitted Utilities Coordination to adjust	$ -	$ -
ROADWAY CONSTRUCTION COST	$ -	$ -
TxDOT Construction Inspection (11%)	$ -	$ -
SUB-TOTAL	**$ -**	**$ -**
PHASE III - ROW Acquisition		
Engineering Fee to Create sets of Plans and Submit thr[illegible]h TxDOT and Austin Letting	$ -	$ -
Complete ROW Map (Estimated 25 Parcels)	$ -	$ -
Right-of-Way Costs - Acq.Services @ (est.25 Parcels @ $13,800/Parcel Avg.)	$ -	$ -
Estimated County Attorney Costs for Condemnation / $15,000/Parcel based on 20% total parcels)	$ -	$ -
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s) (1) High Pressure Gas lines and One Parrallel Irrigation Line and one Parrallel Gas Line	$ -	$ -
Estimated Roadway Right-of-Way Costs (132000 sq/ft @ $6.5/ sq ft) (98/2)	$ -	$ -
COMPENSABLE UTILITY COSTS (Est 1-Pipeline Crossings at $130,000 ea to lower and encase One (1) Parallel Pipeline and One (1) Parralel Irrigation Line both at 150,000 each)	$ -	$ -
Eng Consultant Construction Management (24 Months)	$ -	$ -
SUB-TOTAL	**$ -**	**$ -**
TOTAL	**$ -**	**$ 230,726.91**

PENDING

10/26/2015

EXHIBIT "E"

Sample Work Authorization

HIDALGO COUNTY

Professional Engineering Services

Contract # C-_____

Work Authorization Form

WORK AUTHORIZATION NO. ____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article I. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L & G Consulting Engineers, Inc. *d/b/a* L & G Engineering, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____

_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $_____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D-1" Fee Schedule.***

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. _____

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

SAMPLE

EXHIBIT "E"

Sample Work Authorization

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner _____ as to content and detail of this **Work Authorization No.** 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:
L&G ENGINEERING

_____
By: Jacinto Garza, P.E.
President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

Location Map
Exhibit A - Services to be provided by Owner
Exhibit B - Services to be provided by Engineer
Exhibit C - Work Schedule
Exhibit D-1 - Fee Schedule

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL SERVICES

This **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called "**Engineer**".
WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____ 2015 concerning engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to
_____
_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article _____ of the **Agreement**, (article title), is revised to

_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

SAMPLE

EXHIBIT "F"

Supplemental Agreement Form

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2015.

THE ENGINEER:
ENGINEER

BY: _____

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS
(as required)

SAMPLE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/16/2015

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).

EXHIBIT "G"

PRODUCER	CONTACT NAME:
The Risk Specialty Group LLC 4801 Woodway Drive Suite 300 East Houston TX 77056	PHONE (A/C, No, Ext): (713) 552-1900 FAX (A/C, No): (713) 513-5411 E-MAIL ADDRESS: tlanders@riskspecialtygroup.com
INSURED L&G Consulting Engineers, Inc. dba L&G Engineering 2100 W. Expressway 83 Mercedes TX 78570	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Valley Forge Insurance Company — 20508 INSURER B : Continental Casualty Insurance Co. — 20443 INSURER C : Gemini Insurance Co. — 10833 INSURER D : — INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			5095025836	07/19/2015	07/19/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
	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)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			5095026016	07/19/2015	07/19/2016	EACH OCCURRENCE AGGREGATE	$2,000,000 $2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6016425631	07/23/2015	07/23/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	Professional Liability "claims made"			HPM-DP-00195-01	07/19/2015	07/19/2016	Each Claim Limit Aggregate Limit	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hidalgo County is automatically included as additional insured on the General Liability & Automobile policies and provided with blanket waiver of subrogation in their favor on General Liability, Automobile & Workers Compensation as required by written contract.

CERTIFICATE HOLDER

Hidalgo County
2802 S Business Hwy 281

Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE <CC>

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 7/10/2015

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).

EXHIBIT "G"

PRODUCER
RUBY CASAS INSURANCE AGENCY
702 N Closner Blvd
Edinburg, TX 78541

CONTACT NAME:
PHONE (A/C, No, Ext): (956) 383-8141 FAX (A/C, No): (956) 278-3246
E-MAIL ADDRESS: rubycasas@rubycasasinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: TRUCK INSURANCE EXCHANGE	21709
INSURER B: FARMERS INSURANCE EXCHANGE	21652
INSURER C: MID CENTURY INSURANCE COMPANY	21687
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
L&G CONSULTING ENGINEERS, INC
DBA L&G ENGINEERING
2100 W EXPRESSWAY 83
MERCEDES, TX 78570

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$
	[ ] OTHER:						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS	Y	Y	605850941	07/19/2015	07/19/2016	BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
HIDALGO COUNTY IS AUTOMATICALLY INCLUDED AS ADDITIONAL INSURED ON THE AUTOMOBILE POLICY AND PROVIDED WITH BLANKET WAIVER OF SUBROGATION IN THEIR FAVOR ON THE AUTOMOBILE AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER
HIDALGO COUNTY
2802 S BUSINESS HWY 281
EDINBURG, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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HIDALGO COUNTY
Professional Engineering Services
Contract # C-15-390-11-10
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **L&G Consulting Engineers, Inc.** d/b/a **L&G Engineering**, professional engineers of Mercedes, Texas hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide ***Engineering Services required for the preparation of a Level of Service Analysis for the Overpass at the Intersection of SH 107 and FM 2128 (Schunior Road).***

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$ 230,726.91**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as ***EXHIBIT "D-1" – Estimated Man-hour Breakdown.***

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No**.** to be determined by Budget & Pct 4 Staff
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate ***upon completion of scopes of the work authorization***, as identified on ***EXHIBIT "C" – Work Schedule.***

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 4, Commissioner Joseph Palacios as to the content and detail of this Work Authorization No. 1.

HIDALGO COUNTY PRECINCT NO. 4

By:_____
Hon. Joseph Palacio, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below.

THE ENGINEER:
L&G Consulting Engineers, Inc.
d/b/a **L&G ENGINEERING**

_____
By: Jacinto Garza, P.E./President

THE OWNER:
HIDALGO COUNTY

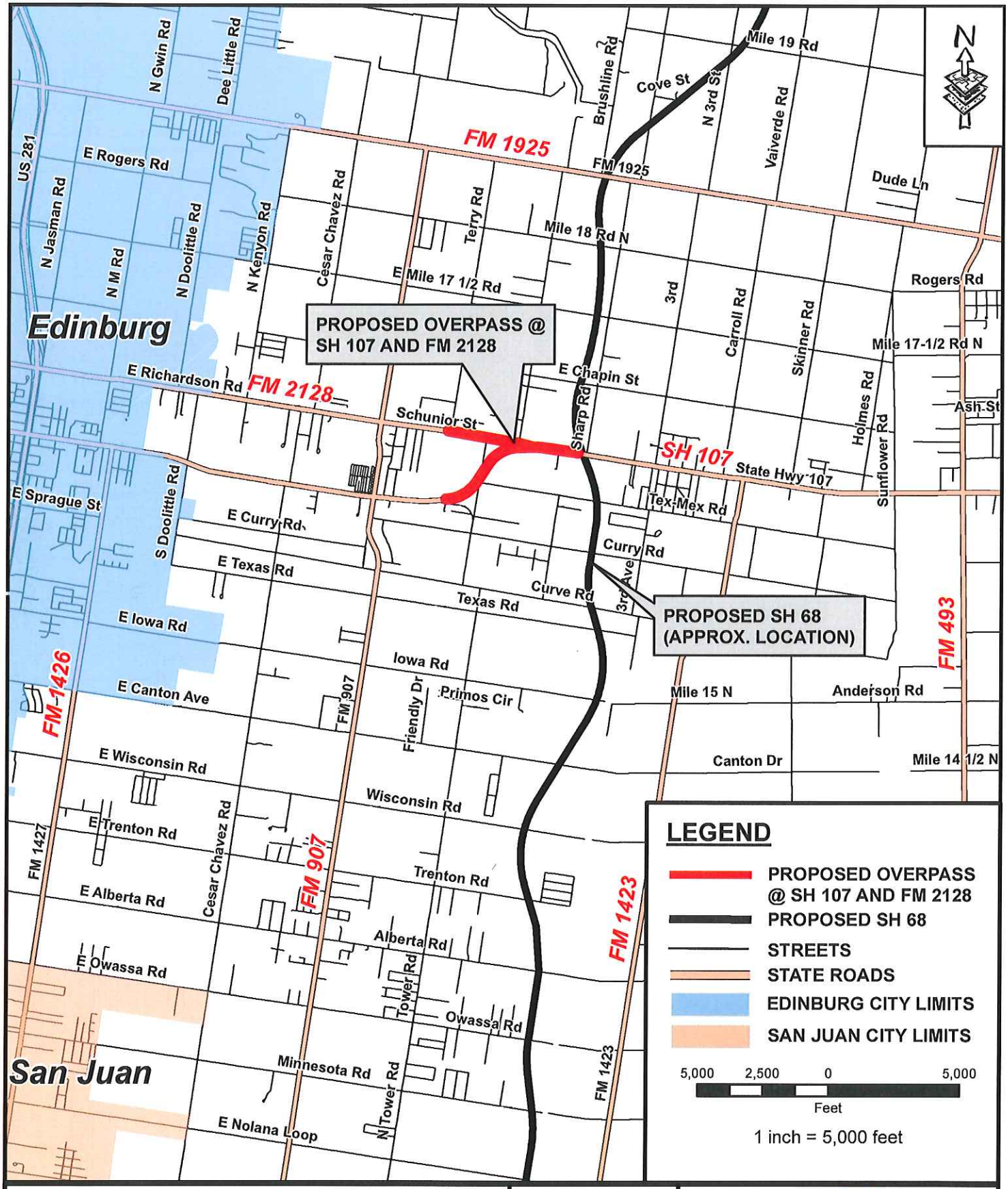
_____
By: Hon. Ramon Garcia, County Judge

ATTEST:

_____
By: Hon. Arturo Guajardo, Jr., County Clerk

LIST OF EXHIBITS

Location Map
Exhibit A – Services to be provided by Owner
Exhibit B – Services to be provided by Engineer
Exhibit C – Work Schedule
Exhibit D-1 – Estimated Man-hour Breakdown



OVERPASS @ SH 107 AND FM 2128 LOCATION MAP

THE COUNTY OF HIDALGO TEXAS

L&G Engineering
Highway/Civil • Structural/Bridge
Environmental • Geotechnical
Construction Material Testing
Right-of-Way Acquisition Provider Services

2100 W. Expressway 83
Mercedes, TX 78570
Phone: (956) 565-9813
Fax: (956) 565-9018
Toll Free: (888) 565-9813

900 S. Stewart Rd., Ste.9
Mission, TX 78572
Phone: (956) 585-1909
Fax: (956) 585-1927
Toll Free: (866) 585-1909

G:\AMAPS\OVERPASS @SH107 FM 2128\Y intersection

EXHIBIT "A"

Services to be provided by the County

1. The County will issue work authorization to initiate all required services and designate the authorized representative of the coordination of each work authorization.

2. The County will provide copies of all subdivision plats of record and/or in the subdivision process.

3. The County will provide the Engineer with on-going guidance, timely reviews, and decisions necessary to complete services required by the work authorization in order to permit the Engineer to maintain an agreed upon project schedule.

4. The County will process all acceptable requests for payment in a timely manner.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 1-PROJECT DESCRIPTION

The services designated herein as "Services provided by the ENGINEER" shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: HIDALGO COUNTY

CONTROL: _____

PROJECT/DESCRIPTION: Overpass at SH 107 and FM 2128 (Schunior Rd)

LENGTH: _____

HIGHWAY: _____

LIMITS: _____

PROJECT CLASSIFICATION

(Place an "X" in only one Project Classification)

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
___ Widen Non-Freeway
___ New Location Toll Freeway
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean L&G Engineering.

STATE shall mean Texas Department of Transportation and/or City of _____.

COUNTY shall mean _____County.

CITY shall mean the City of _____.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 2 – LEVEL OF SERVICE ANALYSIS AND ENGINEERING
(Function Code 102)

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	Preliminary Design Values *The Engineer will work with the Owner to establish basic design concepts, project controls and general scope of Projects.*
___	___	Preliminary Route Locations on Uncontrolled Mapping *The Engineer will evaluate various alternatives (route locations, alignment shifts, geometry) for the Project.*
___	___	Uncontrolled Mapping (w/Contours & GIS Info) *The Engineer will investigate the existing routes and coordinate with the Owner on establishing the best-fit alignments and mapping proposed geometry for Projects. Preliminary Location Exhibit will be developed.*
___	___	Preliminary Traffic Evaluations & Trends *The Engineer will investigate existing traffic models and trends for the proposed Projects and adjacent roadways tying into the proposed Projects.*
___	___	Preliminary Hydrologic Map *The Engineer will develop a Hydrologic Map for the Projects. Hydrologic Maps will be based on LIDAR and GIS information.*
___	___	Preliminary ROW Requirements *The Engineer will research and identify affected property owners on the Projects utilizing the latest appraisal district file information from Hidalgo County Appraisal District and information from Carson Maps.*
___	___	Preliminary Cost Estimates *The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Projects.*
___	___	Preliminary Environmental Analysis (for fatal flaws) *The Engineer will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.*
___	___	Project Fact Sheet with Est. Local Cost vs. Total Project Cost *The Engineer will produce a Project Fact Sheet providing summaries of all pertinent items in this scope of services (as required) and providing estimated local costs vs. total project costs for the Projects.*
___	___	Meetings, Coordination & Support for Project Development *The Engineer shall provide coordination services and shall assist in meetings and workshops with TxDOT, Hidalgo County, Hidalgo County Drainage District No. 1 and Hidalgo County Irrigation Districts, and all other affected parties. The Engineer shall serve as representative for the Owner in coordination items. The Engineer shall coordinate with the Owner's staff on all Project related items.*

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 3 - ROUTE AND DESIGN STUDIES

(Function Code 110)

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	1. Route Location Studies
___	___	2. Level of Service Analysis
___	___	3. Traffic Evaluations and Projections
___	___	4. Develop Roadway Design Criteria
___	___	5. Preliminary Cost Estimates
___	___	6. Design Schematic (See Section 7, page 7-1 for schematic layout requirements)
___	___	7. Preliminary Right-of-Way Requirements
___	___	8. Design Concept Conference
		9. Soil Core Hole Drilling
___	___	a. Pavement (See Section 7, pages 7-2 thru 7-3 for requirements)
___	___	b. Retaining Walls (See Section 10, page 10-1 for requirements)
___	___	c. Miscellaneous Structures (See Section 10, page 10-3 for requirements)
___	___	d. Bridges (See Section 11, page 11-2 thru 11-3 for requirements)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 4 - SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

(Function Code 120)

Services Provided By:

ENGINEER CITY/COUNTY

1. Environmental Reports

   All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.

   a. Environmental Assessments

   ___ ___ (1) An Environmental Assessment shall be prepared, anticipating a Categorical Exclusion.

   ___ ___ (2) An Environmental Assessment shall be prepared in accordance with 23 USC 327 and the 2014 TxDOT-FHWA Memorandum of Understanding, anticipating a Finding of No Significant Impact.

   ___ ___ (3) An Environmental Assessment shall be prepared, anticipating the need for a Draft Environmental Impact Statement.

   b. Environmental Impact Statement

   ___ ___ (1) A Draft Environmental Impact Statement shall be prepared. After appropriate interagency and public reviews within time limits prescribed by the Code of Federal Regulations, Title 23, Part 771 and 43 Texas Administrative Code 2.40-2.51, a Final Environmental Impact Statement shall be prepared.

   ___ ___ (2) A Section 4(f) Statement (Department of Transportation Act) shall be provided by the ENGINEER. The format and content of the statement is found in FHWA Technical Advisory T6640.8A.

2. Public Involvement

   All public involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.

   ___ ___ a. A public involvement meeting(s) and public hearing shall be scheduled, coordinated and conducted.

   ___ ___ b. Technical assistance for one public meeting and one public hearing, preparation of, and maintenance of contact lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the COUNTY, shall be provided.

   ___ ___ c. A Notice of Availability (NOA) shall be published by the COUNTY upon approval of the environmental decision.

3. Technical Reports

   All technical reports shall be prepared in accordance with TxDOT's environmental rules and guidelines.

   ___ ___ a. Air Quality Analysis

   An air quality analysis shall be prepared in accordance with the STATE'S Air Quality Guidelines. The air quality analysis shall be provided as a Technical Report and a summary of the air quality results included in the administratively complete document for the project.

   ___ ___ b. Biological Technical Report

   A biological form and technical report shall be prepared in accordance with the STATE'S Biological Guidelines. The report will include water resources, and threatened and endangered species.

   c. Cultural Resources

   Historical and archeological studies shall be completed in accordance with the STATE'S guidelines.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	(1) Historic Structure Studies A records search, project coordination request, and reconnaissance survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the state's historic structure requirements.
___	___	(2) Archeological Studies File searches, project coordination request, an archeological reconnaissance, and an archeological survey shall be conducted to determine if known archeological sites are present or have been designated State Archeological Landmarks; and to identify the need (if any) to perform additional archeological investigations.
___	___	d. Community Impact Analysis A community impact analysis shall be prepared in accordance with the STATE'S Community Impact Guidelines.
___	___	e. Hazardous Materials The consultant shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process) and a Hazardous Materials Technical Report, as needed.
___	___	f. Indirect and Cumulative Impacts Analysis An indirect and cumulative impacts analysis shall be prepared in accordance with the STATE's guidelines.
___	___	g. Noise Analysis A noise analysis shall be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the STATE'S Noise Guidelines. The noise analysis shall be provided as a Technical Report and a summary of the noise analysis results shall be included in the administratively complete document.
___	___	4. Environmental Scoping The ENGINEER shall initiate the environmental scoping process with TxDOT. An environmental scoping document and risk assessment will be completed in coordination with TxDOT.
___	___	5. General Guidelines for Preparation of Environmental Documents
		a. All technical reports will be submitted electronically to TxDOT through their FTP site.
		b. The draft administratively complete document will be submitted to TxDOT electronically through their FTP site.
		c. The administratively complete document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A and the TxDOT Administrative Code 43 TAC §2.44.
		d. The administratively complete document will be submitted to TxDOT electronically through their FTP site.
		e. Upon completion and approval of the administratively and technically complete document, the Engineer will provide one (1) hard copy to the Client. All copies to TxDOT will be digital.
		f. Exhibits in the environmental document shall be color copies and text shall be black and white.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 5 - RIGHT-OF-WAY DATA

(Function Code 130)

Services Provided By:
SURVEYOR CITY/COUNTY

NOTE: No work involving right-of-way (ROW) data is to be performed until the ENGINEER has given the SURVEYOR written approval of the final location of the proposed ROW lines as approved by TxDOT and the CITY.

A. RIGHT-OF-WAY MAPPING:

1. **PURPOSE:**
   The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.
2. **DEFINITIONS:**
   For purposes of this Contract, the following definitions shall apply:
   2.1. Abstract Map – A drawing to scale prepared from record documents depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.
   2.2. Closure/Area Calculation Sheet – A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired.
   2.3. Access Denial Line – A line which indicates specific location where access to the roadway is denied.
   2.4. Property Descriptions – A written metes and bounds description delineating the area and the boundary and describing the location of an individual parcel of land unique to all other parcels of land.
   2.5. Owner – The most current title holder of record as determined by a study of the Real Property Records.
   2.6. Parcel Plat – An 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired.
   2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use. A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unity of use.
   2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right-of-way map in the proximity of the respective parcel. Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.
   2.9. Point of Beginning (P.O.B.) – A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description.
   2.10. Point of Commencing (P.O.C.) – A monumented property corner which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes, the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable monumented property corner located outside the proposed right-of-way corridor may be used.

Services Provided By:
SURVEYOR CITY/COUNTY

2.11. Preliminary Right-of-Way Layout/Abstract Map – A drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, proposed pavement, access denial lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each Point of Curvature (PC), Point of Tangency (PT), and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition. *(Reference Sample Attached)*

2.12. Right-of-Way Maps/Property Description/Parcel Plats – A series of 22 inch by 34 inch and 11 inch by 17 inch drawings to scale depicting the results of relevant elements of records research, field work, analysis, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project. *(Reference Sample Attached)*

3. WORK TO BE PERFORMED:

___ ___ 3.1. Preliminary Right-of-Way Layout/Abstract Map:

An abstract map shall be prepared sufficient to determine the following:

3.1.1. Any and all interests of public record held in the land to be acquired.

3.1.2 The total record holdings of an owner contiguous to land to be acquired from that owner.

3.1.3. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)

3.1.4. Any and all improvements proposed by other agencies which may have a bearing on project development.

3.1.5. All called monuments, bearings, and distances as per recorded information.

3.1.6. Preliminary Parcel numbering system.

3.1.7. Any and all utilities (permitted or of record)

3.1.8. Reference Sample provided.

___ ___ 3.2. Right-of-Way Map:

The SURVEYOR shall field locate property corners, existing right-of-way markers, improvements, visible utilities, verify and update the planimetric file, if provided, and as directed by the ENGINEER.

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project, or as directed by the ENGINEER. The STATE has developed standard title sheets, index sheets, and plan sheets, copies of which the SURVEYOR shall request and secure for all purposes of this Contract. Plan sheets shall include, but need not be limited to, the following items of information.

By mutual agreement between the Texas Board of Professional Land Surveying and the TxDOT, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

3.2.1. Proposed right-of-way lines shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.2. Existing right-of-way lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

Services Provided By:
SURVEYOR CITY/COUNTY

3.2 *Right-of-Way Map Continued (continued)*

3.2.3. The proposed project baseline alignment shall be delineated with appropriate bearings, distances, and curve data. Curve data shall include the station of the curve Point of Intersection (PI), radius, delta angle, arc length, tangent length, long chord bearing and distance, and the N and E coordinates of the curve PI. All alignment PCs, PTs, and even 500 foot stations shall be labeled as to station.

3.2.4. Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the ENGINEER shall be shaded with a dot pattern or highlighted by some other means acceptable to the ENGINEER.

3.2.5. Access denial lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted if required by the ENGINEER.

3.2.6. Private property lines shall be delineated with appropriate bearings, distances, and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

3.2.7. Porción lines, subdivision lines and survey lines shall be shown and identified by name and Porción number.

3.2.8. County lines and city limit lines shall be located and identified by name.

3.2.9. A north arrow shall be shown on each sheet, and, if possible, located in the upper right corner of the sheet.

3.2.10. Monumentation set or found shall be shown and described as to material and size.

3.2.11. A station and offset shall be shown for each PC, PT, and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed centerline alignment.

3.2.12. Intersecting and adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.

3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.

3.2.14. Utility corridors shall be identified as to easement or fee and recording information shall be identified.

3.2.15. Easements and fee strips shall be shown and identified by width, owner, distance of easement to a property corner of the parent track, and recording data.

3.2.16. Building lines or set-back lines shall be shown and identified.

3.2.17. Visible improvements located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.18. Structures shall be identified as commercial or residential, by number of stories, and as to type (brick, wood frame, etc.).

3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.

3.2.20. Parking areas, billboards, and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard, or sign which is located within the proposed right-of-way corridor.

Services Provided By: SURVEYOR	CITY/COUNTY	
___	___	3.2 *Right-of-Way Map Continued (continued)*

3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown and field verified.

3.2.22. Visible utilities located within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be shown and identified.

3.2.23. The location of underground utilities and fuel storage tanks situated within the proposed right-of-way corridor or within 50 feet of a proposed right-of-way line shall be determined and shown as required by the ENGINEER. The visible location of stand pipes, vents and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location and size in the event an actual location is indeterminable.

3.2.24. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective N and E surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without a remainder.

3.2.25. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the SURVEYOR is unfamiliar with the criteria used by the STATE to assign parcel numbers, he shall seek the assistance of the ENGINEER at the time the abstract map is complete. THE SURVEYOR SHALL SEEK ASSISTANCE FROM THE ENGINEER IN DEVELOPING AN OWNERSHIP TABULATION TABLE.

3.2.26. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerk's file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film code and file numbers refer to conveyances into the STATE and will be added to the right-of-way map by the STATE at a later date. Several blank lines shall be provided in the tabulation block to facilitate future map additions.

3.2.27. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.28. A note shall be included on the title sheet and each map sheet stating the source of bearings, coordinates, and datum used.

3.2.29. Appropriate notes shall be included on the title sheet and each map sheet stating the following:

a. Month(s) and year abstracting upon which the map is based.
b. Month(s) and year field surveys were conducted upon which the map is based.
c. Month and year the map was completed by the SURVEYOR.

3.2.30. The right-of-way CSJ number, if available, shall be shown on each right-of-way map sheet.

Services Provided By:
SURVEYOR CITY/COUNTY

3.3. Exhibits:
An Exhibit shall be prepared for each parcel or tract consisting of a property description and a parcel plat.

___ ___ 3.3.1. Property Description:

A property description shall be prepared for each parcel of land to be acquired. Standard formats for property descriptions, copies of which the SURVEYOR shall request to the ENGINEER and secure for all purposes of this Contract. Property descriptions shall include, but need not be limited to, the following items of information.

All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor. The property description shall begin with a general description which shall include as a minimum:

a. State, County, and Survey within which the proposed parcel of land to be acquired is located.
b. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable.
c. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract. Use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used.
   The property description shall continue with a metes and bounds description which shall include as a minimum:
d. A point of commencing.
e. A point of beginning with the appropriate N and E surface coordinates.
f. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances, and curve data.
   Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance. Each course shall be identified either as a proposed right-of-way line, and existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call.
g. A description of all monumentation set or found shall include, as a minimum, size and material.
h. A reference to the source of bearings, coordinates, and datum used.

___ ___ 3.3.2. Parcel Plat:

A parcel plat shall be prepared for each parcel of land to be acquired. The STATE has developed standard formats for parcel plats, copies of which the SURVEYOR shall request from the ENGINEER and secure for all purposes in this Contract. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel. All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	CITY/COUNTY	
		4. DELIVERABLES: In preparing right-of-way maps, the following is an outline of the work to be submitted (records should be delivered in a binder):
___	___	4.1. An Abstract Map of the current record title holders included in the Preliminary Map showing the proposed schematic and existing right-of-way as per General Specifications defined in 2.11.
___	___	4.2. A Right-of-Way map for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheet, and Exhibits of the property descriptions and parcel plats as per General Specifications defined in 2.12, 3.2 and 3.3.
		ROW Map Submittal Requirements:
		4.2.1. Two (2) paper sets of half-size ROW maps (11"x 17")
		4.2.2. One (1) paper set of the full-size ROW maps (22"x 34")
		4.2.3. Four (4) sets of original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*
		4.2.4. City requires one (1) electronic copy of the ROW Map on a CD, and One (1) copy of the DGN electronic file on a CD from the surveyor-Both the electronic copy of the ROW Map and the DGN file can be on one CD.
		IF Roadway is ON-SYSTEM and after Administrative Approval of the ROW Maps by Division (REVISIONS) Submittal Requirements:
		4.2.5. Two (2) paper sets of the half-size of the affected ROW map sheets (11"x17"), detailing the revision
		4.2.6. One (1) paper set of the full-size of the affected ROW map sheets (22"x 34"), detailing the revision
		4.2.7. Four (4) sets of any revised original metes & bounds descriptions (field notes) with parcel plats (signed & sealed by the surveyor). *Do not include traverse sheet.*
		4.2.8. Division needs one (1) electronic copy of the revised ROW Map sheets on a CD, and
		4.2.9. One (1) copy of the DGN electronic file on a CD from the surveyor-detailing the revision-Both the electronic copy of the revised ROW Map sheets and the DGN file can be on one CD.
___	___	4.3. Appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,000 foot stations of the proposed centerline alignment.
___	___	4.4. Appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points, and 1,000 foot stations, and as directed by the ENGINEER of the proposed centerline.
___	___	4.5. A SURVEYOR's report, outlining the approach, reasons or basis for the existing right-of-way determination, and conclusions made.
___	___	4.6. Records used to establish ownership.
___	___	4.7. ROW and parcel filed notes signed and sealed by a RPLS.
___	___	4.8. Computation sheets of survey closures, ground surveys, etc. used to develop plats and meets and bound information.
___	___	4.9. Items indicated under the Automation Requirements Section 6.
___	___	4.10 Completed (Attached) Checklist with submittal of ROW Map etc.

Services Provided By:
SURVEYOR CITY/COUNTY

5. GENERAL REQUIREMENTS:

For purposes of this Contract, the following general requirements shall apply:

5.1. Copies of instruments of record submitted to the ENGINEER shall be indexed by parcel number.

5.2. Coordinates appearing on right-of-way maps, on parcel plats, and in property descriptions shall be surface coordinates based on the Texas State Plane Coordinate System. The combined adjustment factors (sea level factor x scale factor) which have been developed by the STATE for its use are as follows:

5.2.1. In (List Applicable Counties): Counties (---------- Zone), grid coordinates are multiplied by a combined adjustment factor of 1.xxxxxx to obtain surface coordinates. For work in Counties other than those listed, the ENGINEER will provide the combine adjustment factor.

5.3. Line and curve tables may be used when necessary.

5.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.

5.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right corner of each map sheet for future revision notes.

6. AUTOMATION REQUIREMENTS:

In addition to standard hard copy plots and mylar copies, the following will be required electronically:

6.1. Right-of-way maps and parcel plats shall be prepared using a *Micro Station* software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the State's *Micro Station V8* graphics system.

6.2. It is the intent of the ENGINEER to secure graphics files which have elements of equal integrity, singularity, and attributes as elements prepared using the State's *Micro Station V8* graphics system.

6.3. For purposes of clarity, consistency, and ease of utilization, the SURVEYOR shall request and secure standards relevant to right-of-way mapping to the extent necessary to ensure that the needs of the ENGINEER are met. This includes, but may not be limited to, TxDOT seed file and corresponding units.def file, TxDOT font resource file, TxDOT GEOPAK SMD file, TxDOT DGNLIB, associated cell libraries and custom line styles, and other files as deemed appropriate for the project.

6.4. Graphics files furnished to the ENGINEER by the SURVEYOR shall be submitted on a Compact Disk CD, DVD or USB, in a format compatible with the STATE's computer system. The SURVEYOR shall confer with the ENGINEER regarding acceptable media and formats before making submissions. The SURVEYOR shall request and secure a Consultant File Index form provided by the ENGINEER, to be completed by the SURVEYOR, and to be submitted to the ENGINEER along with the graphics files.

6.5. Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using *Microsoft Office Word Version 2007* word processing software.

6.6. Data files furnished to the ENGINEER by the SURVEYOR shall be submitted in ACSII format on a CD, DVD or USB.

6.7. Provide to the ENGINEER electronic copies of all instruments of record acquired pursuant to a work authorization.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:
SURVEYOR CITY/COUNTY

7. GENERAL SPECIFICATIONS:

For purposes of this Contract, the following general specifications for right-of-way mapping shall apply:

7.1. Completed right-of-way maps shall be submitted to the ENGINEER on single or double matte mylar, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned ½ inch from the top, bottom, and right edge of the sheet. Two copies on 11 inch by 17 inch paper will also be supplied to the ENGINEER.

7.2. Parcel plats shall be submitted to the ENGINEER on 8 ½ inch by 11 inch bond paper with respective borders of 7 ½ inches by 10 inches, positioned ½ inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required.

7.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER.

7.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which contains any lettering smaller than 1/10 of one inch will not be accepted by the ENGINEER.

7.5. Parcel plats shall be drawn to a preferred scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the ENGINEER. In the case of a very large parcel which would be difficult to show with clarity on a single 8 ½ inch by 11 inch sheet, the SURVEYOR shall use multiple 8 ½ inch by 11 inch sheets with matching lines.

7.6. The smallest size lettering acceptable on a parcel plat shall be 0.06 of an inch (Leroy #60).

7.7. Property descriptions shall be submitted on 8 ½ inch by 11 inch bond paper.

7.8. The ENGINEER has encountered a number of mylar products which are considered unacceptable. The SURVEYOR shall confer with the ENGINEER regarding mylar products he intends to use which have not been previously used on State projects.

7.9. Zip-A-Tone or other similar stick-on products shall not be used on right-of-way maps or parcel plats.

8. ADHERENCE TO STANDARDS:

For purposes of clarity, consistency, and ease of understanding, the CITY/COUNTY, as an acquiring agency of private property for public use, has adopted the STATE standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the SURVEYOR to adhere to these standards and formats to every extent possible to ensure that the needs of the acquiring agency are met.

SAMPLES ATTACHED FC 130:

- PRELIMINARY Right-of-Way Layout / Abstract Map
- Right-of-Way Map, Field Notes, Parcel Sketches and Area Computation Sheets

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ROW MAP CHECKLIST

Consultant: _____
Contract/WA# _____
Responsible Office: _____
Project Manager: _____
County: _____
Highway: _____
RCSJ: _____
CCSJ: _____

As the responsible consultant project manager, I hereby certify that the attached ROW Map has undergone a QA/QC review, with the following applicable items specifically checked for accuracy, completeness and constructability (as noted by Checkmarks)

_____
Signature Date

_____
Printed Name

(This Checklist must be signed by the RPLS and turned in with all proposed ROW Projects.

MAP:

General

___ All documents have been proofread and are accurate.
___ Title Commitments for each individual parcel.
___ Graphics files compatible with Micro station and Word software are provided.
___ Photos of proposed ROW staking included.
___ Field notes and Parcel Plats are numbered continuous.
___ Scale shall be 1"=50' or 1"=100".

Title Sheet Requirements

___ Title and description of project including county, limits, etc....
___ Vicinity map with beginning and ending station
___ Equations and Exceptions
___ Index
___ Legend
___ Title block completely filled out with Construction and R.O.W. CSJs'
___ List all Major Utilities from Station to Station

Individual Map Sheet Requirements

___ Sheet size 34" X 22"
___ Text legible when reduced to half-scale.
___ Title block completely filled out with R.O.W. CSJ
___ Matchlines
___ Project layout sheet
___ Existing utility lines and easements, deed reference, as shown on Schedule "B" of the Title Commitment, and defined on parcel plats

Existing information:

___ R.O.W. lines
___ Whole property or whole property inset
___ Roadways
___ Survey, county, and city limit lines shown and labeled
___ Improvements shown and labeled *(see below)*
___ Monumentation i.e. P.C., P.T., Break Points
___ North arrow
___ Scale
___ Property lines

___ Property descriptions i.e., lot, block, tract, subdivision, etc…
___ Identify existing and proposed access denial locations *(if applicable)*

Proposed information:
___ #5- 2-ft iron road set monumentation i.e. P.C., P.T., Break Points and 1000' stations at proposed ROW lines and where existing ROW line is the proposed ROW.
___ Survey and R.O.W. lines
___ Basis of bearings
___ Parcel bearings and distances correspond with traverse sheet
___ Outside ties (P.O.C.) corresponds with field notes
___ Point of beginning (P.O.B.) established on proposed R.O.W. line
___ Parcel tied to baseline
___ Baseline information shown i.e. Stationing, bearings, curve data, etc…
___ Conveyance information shown in tables i.e. parcel number, grantors name, amount of take, remainder etc.
___ Math checked on remainder

Improvements:
___ Improvements bisected or within 25' of proposed R.O.W. line are shown on map with stationing and distance from proposed R.O.W. line. Buildings are labeled and dimensioned.
___ Off-premise outdoor advertising signs within proposed R.O.W. are shown and labeled.

Utilities:
___ All utilities within or crossing existing and proposed right of way are shown and labeled as to size, easement or fee width, and recording data of instrument.
___ Location of underground storage tanks and/or filler caps are shown and labeled

FIELD NOTES - Heading
___ County
___ Highway
___ Parcel number
___ R.O.W. CSJ
___ Construction CSJ

General Description or "preamble"
___ Area of parcel to be acquired is shown in acreage (0.000) for rural land and/or square feet (to nearest whole sq. ft.) for urban land or smaller parcels
Parent tract data is shown:
___ Size of parent tract
___ Survey data or lot, block, and subdivision
___ Name of last recorded seller and buyer
___ Date, volume and page or document number of last recorded conveyance
___ Records and county of last recorded conveyance

Beginning Description
___ Point of commencement is on outside tie and is described accurately by bearings and distances as it leads to the point of beginning.
___ Point of beginning is on proposed R.O.W. line

Particular Description
___ Traverse calls are clockwise sequence
___ Bearings and distances correspond exactly with map, parcel sketch, and traverse sheet
___ Bearings are to nearest whole second and distances are to the nearest one-hundredth of a foot
___ Calls are numbered
___ Denial of access shall be described from beginning to end *(if applicable)*

Closing Description
___ Last call leads back to P.O.B.
___ Restates area of parcel

___ Establishes taking in existing road R.O.W. if applicable
___ Legal description is referenced to Plat
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*

PARCEL SKETCH:

___ Shows P.O.B. and P.O.C.
___ All data corresponds exactly with Map and Field Notes
___ Sheet size is no larger than 81/2" x 11"
___ Plat closely matches example provided
___ Plat referenced to legal description
___ Sealed and signed
___ Include an access clause whether access is permitted or denied *(if applicable)*
___ Existing utility lines and easements (deed reference, if available);

TRAVERSE SHEET

___ Computations show area to be acquired in sq. ft. or acres, whichever is applicable
___ Computations show area that is existing road R.O.W. if applicable
___ Traverse calls are in clockwise sequence
___ Error of closure meets the following:

Secondary rural	.0003
Primary rural - secondary urban	.0002
Urban or industrial	.00013

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 6 - FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

Services Provided By:
SURVEYOR CITY/COUNTY

DESIGN AND CONSTRUCTION SURVEYS:

PURPOSE:

The purpose of a "design survey" is to provide field information in support of transportation systems design.

The purpose of a "construction survey" is to provide field data in support of highway construction.

DEFINITIONS:

A "design survey" is defined as the combined performance of research, field work, analysis, computation, and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections or data to create cross-sections and Digital Terrain Models (DTM), horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

A "construction survey" is defined as the combined performance of reconnaissance, field work, analysis, computation, and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.

1. Design Surveying

___ ___ a. Primary Project Control – 3 to 5 miles spacing
Precision shall be 1 part in 20,000 or better, unless otherwise directed by the District Engineer.
(1) Establish horizontal control points
(2) Establish vertical control points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE. ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

___ ___ b. Secondary Project Control – Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Control Data Sheets for inclusion in the Construction Project Plans signed and sealed by an R.P.L.S.
(1) No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
(2) The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
(3) The unadjusted ratio of precision should be one part in 10,000 or better. (The ratio of precision is the total length of the traverse divided by the total error.)
(4) The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.
(5) Project control base lines

___ ___ (6) Photogrammetric ground control
(a) Establish horizontal control
(b) Establish vertical control points
(c) Place and maintain control point targets

Services Provided By: SURVEYOR	CITY/COUNTY	
___	___	c. Other Design Surveying

(1) **The limit of the Design surveys shall be 500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set H&V Control at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each H&V Control. Provide an H&V Control along each outfall identified on the Hydrologic Map. The H&V Control shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Control Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03'/ft per mile error vertically.

(2) Complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.

(3) Locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.

(4) Field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).

(5) Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.

(6) The Surveyor shall stake the proposed centerline on the existing fields as approved by Engineer before construction for the purpose of utility adjustments and project location.

(7) Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.

(8) Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtances as identified by the engineer sample layout "EXHIBIT E". The SURVEYOR will meet with the ENGINEER before he ties down any irrigation lines. Jointly the SURVEYOR and the ENGINEER will identify from records such as the Irrigation District Maps and the A&M Data of existing irrigation lines that will need to be tied down. The SURVEYOR will follow the sample given to him by the ENGINEER and tie the structures horizontally and vertically and include in the field books to be submitted.

(9) Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.

(10) Tie to existing underground and overhead utilities (location, elevation and direction)

Horizontally – The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.

Vertically – The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: SURVEYOR	CITY/COUNTY	
___	___	(11) Cross section and profile all outfall channels identified on the Hydrologic Map for a distance of 200-ft beyond the proposed ROW upstream and downstream at 100-ft intervals. The SURVEYOR will provide a complete 2D/3D File including utilities of the outfalls identified.
		(12) Driveways and Turnouts (a) Inventory commercial entrances, public roads and side streets separately. (b) Obtain centerline station. (Width at ROW, PAV'T and existing radius. (c) Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes. (d) Obtain width at R.O.W. line. (e) Obtain elevations at both edges of the driveway or turnout in line with the side drain.
___	___	(13) ROW staking (Existing and Proposed @ 1,000 ft. stations PC's PT's and Angle points as per ROW Map)
___	___	(14) Soil core hole staking at bridge class structures.
___	___	(15) Determine changes in topography from voids and outdated maps due to development, erosion, etc.
___	___	(16) Profiles of existing drainage facilities.
___	___	(17) Measurement of hydraulic opening under existing bridges.
___	___	(18) Obtain elevations of manholes and valves of utilities
___	___	(19) Provide temporary signs, traffic control, flags, safety equipment, etc.
___	___	(20) Ties to existing bridges railroad rail elevations or culverts that may conflict with new construction.
___	___	(21) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
___	___	(22) Inventory signs, mailboxes, and driveways
___	___	(23) Locate wetlands.
___	___	(24) Locate existing right-of-ways.
		d. Construction Surveys: In performing construction surveys, the following will be requested by the ENGINEER on an as needed basis, but need not be limited to:
___	___	(1) Stake existing and/or proposed right-of-ways.
___	___	(2) Stake existing and/or proposed baseline/centerline.
___	___	(3) Stake proposed bridge structures.
___	___	(4) Stake proposed drainage structures, such as manholes, culverts, etc.
___	___	(5) Set grade stakes.
___	___	(6) Recover and check existing control points.
___	___	(7) Establish additional control points.
___	___	(8) Check elevations and locations of structures.
___	___	(9) Determine and resolve conflicts associated with survey data.

Services Provided By:
SURVEYOR CITY/COUNTY

2. Photogrammetric Products

a. Uncontrolled Photography
   (1) Contact Prints
   (2) Mosaics
   (3) Digital ortho plots

b. Mapping
   (1) Planimetric Maps
   (2) Contour Maps
   (3) Cross Sections
   (4) Profiles
   (5) Digital Terrain Models (DTM)

3. UTILITY SUBSURFACE INVESTIGATION:

Utility Quality Levels are in cumulative order (least to greatest) as follows

3.1. Quality Level C - Existing Records: Utilities are plotted from review of available existing records that will be generated by the Engineer on the schematic and provided to the surveyor for his further creation of a Utility Map which will be turned in as a deliverable as part of this work order.

3.2. Quality Level B - Surface Visible Feature Survey: The Surveyor shall gather the field tied Utility Information and compare it to the existing records (if any) as provided by the Engineer and correlate with surveyed surface-visible features. The surveyor shall create a Utility Layout Map or plan layout 2D, showing the limits of the proposed project and limits of the work area required for this work authorization; including highway stations, limits within existing or proposed right of way. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations. The Layout Map will include all utilities that have been field tied – 2D Horizontal Utilities. This Layout will be provided to the Engineer and a meeting held with Engineer to identify which utilities will need to be tied down vertically. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the Engineer. This information will be provided in the latest version of Micro Station or Geopak used by the State. The electronic file will be delivered on C.D. or DVD. A hard copy is required and must be signed, sealed, and dated by the Surveyor. Note: Determine and inform the Engineer of the approximate utility depths at critical locations. This depth indication is understood by the Engineer to be approximate only and is not intended to be used for preparing the construction plans.

3.3. Subsurface Utility Locate (Test Hole) Service (Quality Level A), **THE SURVEYOR SHALL ESTIMATE LOCATING VERICALLY 25 UTILITES PER MILE OR AS IDENTIFIED BY THE ENGINEER.** Locate shall mean to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B and C. The Surveyor shall:

3.3.1 Review the requested test hole locations that have been identified by the Engineer and Coordinate with utility owner inspectors as may be required by law or utility owner policy.

Services Provided By:
SURVEYOR CITY/COUNTY

3. *Utility Subsurface (continued)*

3.3.2 Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:
- Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
- Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
- Elevation of existing grade over utility at test hole location.
- Horizontal location referenced to project coordinate datum.
- Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
- Utility facility material(s).
- Utility facility condition.
- Coating/Wrapping information and condition.
- Unusual circumstances or field conditions.

3.3.3 Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.

3.3.4 Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.

3.3.5 Provide complete restoration of work site and landscape to equal or better condition than before excavation.

3.3.6 Plot utility location position information on the Utility Layout sheet and identify the vertical elevation and sealed by the responsible Surveyor. This information will be provided in the latest version of Micro Station or Geopak format used by the State. The electronic file will be delivered on C.D or DVD.

4. <u>DELIVERABLES:</u>

The deliverables to be specified in individual work authorizations for design surveys and construction surveys may be any combination of the following:

___ ___ 4.1. Digital Terrain Models (DTM) in a format acceptable by the ENGINEER.

___ ___ 4.2. Final H&V Field Book Binder with all pertinent information obtained in the field for Design Surveys. Maps, plans, or sketches prepared by the SURVEYOR showing the results of field surveys.

___ ___ 4.3. Computer printouts or other tabulations summarizing the results of field surveys.

___ ___ 4.4. Digital files or media acceptable by the ENGINEER containing field survey data.

___ ___ 4.5. Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.

___ ___ 4.6. Field survey notes, as electronic and/or hard copies.

___ ___ 4.7. A H&V Control Book identifying the basis of the Primary and Secondary Control and an 8 ½ inch by 11 inch survey control data sheet for each construction control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used. Survey control data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor.

Services Provided By: SURVEYOR	CITY/COUNTY	
		4. *Deliverables (continued)*
___	___	4.8. Final mylar set of 11 inch by 17 inch Survey Control data sheets sign and seal by the RPLS per TxDOT guidelines.
___	___	4.9. A digital and/or hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, data including property descriptions with field notes and plats, right-of-way maps, and survey control data sheets to include in the H&V Field Book Binder.
___	___	4.10. Survey reports in a format requested by the ENGINEER.
___	___	4.11. Items indicated under the Automation Requirements Section 6.

5. GENERAL REQUIREMENTS:

5.1. Design surveys and construction surveys shall be performed under the supervision of a Registered Professional Land Surveyor currently registered with the Texas Board of Professional Land Surveying.

5.2. Horizontal ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the STATE.

5.3. Reference may be made to standards of accuracy for horizontal control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.4. Vertical ground control used for design surveys and construction surveys, furnished to the SURVEYOR by the ENGINEER or based on acceptable methods conducted by the SURVEYOR, shall meet the standards of accuracy required by the ENGINEER.

5.5. Reference may be made to standards of accuracy for vertical control traverses, as described in the FGCS Standards and Specifications for Geodetic Control Networks, latest edition, the TxDOT Survey Manual, latest edition, the TxDOT GPS Manual of Practice, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.

5.6. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria:

- Side shots or short traverses shall begin and end on horizontal and vertical ground control as described above.
- Standards, procedures, and equipment used shall be such that horizontal locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.1 of one foot.
- Utilities and improvements: less than 0.2 of one foot.
- Cross-sections and profiles: less than 1 foot.
- Bore holes: less than 3 feet.
- Standards, procedures, and equipment used shall be such that vertical locations relative to the control may be reported within the following limits:
- Bridges and other roadway structures: less than 0.02 of one foot.
- Utilities and improvements: less than 0.1 of one foot.
- Cross-sections and profiles: less than 0.2 of one foot.
- Bore holes: less than 0.5 of one foot.

Services
Provided By:
SURVEYOR CITY/COUNTY

5. **AUTOMATION REQUIREMENTS:**

6.1 Planimetric design files (DGN) shall be fully compatible with the State's *Micro Station V8* graphics program without further modification or conversion.

6.2 Electronically collected and processed field survey data files shall be fully compatible with the State's *CADD* systems without further modification or conversion. All files shall incorporate only those feature codes currently being used by the STATE.

6.3 Digital Terrain Models (DTM) shall be fully compatible with the STATE's GEOPAK system without further modification or conversion. All DTM files shall be fully edited and rectified to provide a complete digital terrain model with all necessary break lines.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESPONSIBILITIES

A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

B. INVOICING:

Payment requests shall include a SURVEYOR's invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

C. EASEMENTS, LETTERS OF PERMISSION, ETC.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

D. MEETINGS:

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT's specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR's Project Manager (RPLS) shall be accessible at all times and working from the local office.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 7 - ROADWAY DESIGN CONTROLS

(Function Code 160)

Services Provided By: ENGINEER	CITY/COUNTY	
		1. Geometric Design
___	___	a. Horizontal and Vertical Alignment (Preliminary based on office surveys)
___	___	b. Schematic Layout
		(1) The location of interchanges, main lanes, grade separations, frontage roads and ramps.
		(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		(3) For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
		(4) A complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
		(5) The tentative ROW limits.
		(a) Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
		(b) Provide a graphics file containing the approved schematic.
		(6) The geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, and cross roads.
		(7) The current and projected traffic volumes as provided by the TxDOT (20 year traffic projection, unless otherwise determined by the District Engineer).
		(8) The control of access lines if Interstate or designated under House Bill 179.
		(9) Direction of traffic flow on all roadways.
		(10) Location and width of median openings for highway without access control.
		(11) The geometric of speed change (acceleration, deceleration, climbing) lanes.
___	___	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the COUNTY has given the engineer written approval of the preliminary schematic layout.**
		b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
		c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above in the checklist for schematic layout.
		d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	2. General Guidelines for Project Development *(continued)*
		e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
		f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
		g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
		h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
___	___	3. Exhibit for Airway/Highway Clearance Permits
		4. Grading Design
___	___	a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
___	___	b. Typical Sections
___	___	c. Design Cross Sections
___	___	d. Determine Cut and Fill Quantities
___	___	e. Slope Stability Analysis
___	___	f. Embankment Foundation Stability Analysis
___	___	g. Embankment Settlement Analysis
		5. Pavement Design
___	___	a. Prior to initiating detailed plan preparations for a project, a preliminary investigation shall be made to determine the approximate section and pavement type to be used for the pavement structure. The Flexible Pavement Design Manual for flexible pavement, "Appendix F" of the Design Division, Operations and Procedures Manual, and the current AASHTO Guide for the Design of Pavement Structures, may be used for this purpose.
___	___	b. The typical section shall also reflect proposed geometric including pavement cross slopes, lane and shoulder widths, and slope rates whenever this data have not been previously shown on a schematic submission.
		c. Embankment and Subgrade
		(1) Soil Core Holes (Show cost estimate with Function Code 110)
___	___	(a) Along center line
___	___	(b) Along center line of each roadway
		The location and minimum number of soil core holes required for this project are as follows: (To be determined when schematic is being completed)

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		5. Pavement Design *(continued)*
		c. Embankment and Subgrade *(continued)*
___	___	(2) Identify,interpret and summarize geologic features that affect engineering design (PI, Sulfate content, % of lime)
___	___	d. Traffic Data for Pavement Design by STATE
___	___	e. Basic Design Criteria
___	___	f. Life Cycle Cost Analysis(es)
___	___	g. Cost Data
___	___	h. Pavement Material Properties
___	___	i. Rehabilitation Investigations
___	___	(1) Core Hole Survey (Show cost estimate with Function Code 110)
		(a) Determine type and depth of existing material, pavement, etc. The Engineer will determine whether to salvage ACP and FLEXBASE as well as their properties and provide this information to TxDOT.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 8 - DRAINAGE

(Function Code 161)

Services Provided By: ENGINEER	CITY/COUNTY	

All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the COUNTY.

		1. Hydrologic Studies, Discharges
___	___	a. Drainage area maps showing existing conditions and proposed improvements.
___	___	b. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
___	___	(1) Storm water detention available within the ROW (linear ft. along side drain ditch).
___	___	(2) Storm water detention required outside the ROW (as per HCDD#1)
___	___	(3) Culverts
___	___	(4) Bridge waterways
___	___	(5) Channels
___	___	(6) Storm sewers/inlets
___	___	(7) Pump stations
___	___	(8) Storm Water Management facilities
___	___	(9) Other
		(a) Irrigation Canals/Siphons
___	___	b. Hydraulic report(s)
___	___	c. Federal Emergency Management Agency (FEMA) floodway requirements
___	___	d. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
___	___	(1) New culverts
___	___	(2) Culvert widening and/or lengthening
___	___	(3) Culvert replacements
		b. Storm sewers
___	___	(1) New storm sewers
___	___	(2) Modify existing storm sewers
___	___	(3) Inlets
___	___	(4) Manholes
___	___	(5) Trunk lines
___	___	c. Pump stations
___	___	d. Subsurface drainage at retaining walls
___	___	e. Outfall channel(s) within the ROW
___	___	f. Outfall channel(s) outside the ROW
___	___	g. Detention Pond(s) within the ROW
___	___	h. Detention Pond(s) outside the ROW
___	___	i. Summary of Quantities
___	___	j. Storm Water Management facilities
___	___	4. Storm Water Pollution Prevention Plan (SW3P)
___	___	5. Scour Evaluation - Waterway Structures only (to be completed by Bridge Engineer under FC 170.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 9 - SIGNING, MARKINGS AND SIGNALIZATION

(Function Code 162)

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	1. Signing and Markings Layout a. Requirements (Separate Layout) (1) Roadway layout (2) Center line with station numbering (3) ROW lines (4) Culverts and other structures that present a hazard to traffic (5) Location of utilities, if not shown on plan and profile (6) Existing signs to remain, to be removed, to be relocated (7) Proposed signs (illustrated and numbered) (8) Existing overhead sign bridges to remain, to be revised, removed or relocated (9) Proposed overhead sign bridges indicating location by plan layout (electrical details need not be shown on this layout) (10) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation (12) Quantities of existing pavement markings to be removed (13) Proposed delineators and object markers b. For projects involving freeway to freeway or other types of directional interchanges, projects including left-hand ramps or connections, the following information must be provided: (1) The location of interchanges, main lanes, grade separations, frontage roads and ramps (2) complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (3) The number of lanes in each section of proposed highway and the location of changes in numbers of lanes (4) The projected traffic volumes as provided by the STATE (20 year traffic projection, unless otherwise determined by the District Engineer) (5) Tentative ROW limits (6) Direction of traffic flow on all roadways (7) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
___	___	2. Summary of Small Signs Tabulation
___	___	3. Summary of Large Signs Tabulation including all Guide Signs
___	___	4. Sign Detail Sheets a. All signs except route markers b. Design details for large guide signs c. Dimensions of letters, shields, borders, corner radii etc. d. Designation of shields attached to guide signs e. Designation of arrow used on exit direction signs

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		5. Traffic Signals
		a. Development of Justification (Warrant) Data
___	___	(1) Location Map Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
___	___	(2) Photographs as appropriate
___	___	(3) Accident data as appropriate
		(4) Vehicle volumes (provided by TxDOT)
___	___	(a) Existing
___	___	(b) Estimated
___	___	(c) Projected
___	___	(d) Pedestrian
___	___	(5) Traffic Survey - Count Analysis
___	___	(6) Recommendation based on above data
		b. Layout
___	___	(1) Title Sheet (when applicable)
		(a) Describe the location
		(b) Type of installation
		(c) Area map with project limits for each location
		(d) Index of sheets
		(e) Space for official signatures
		(2) Estimate and quantity sheet (when applicable)
		(a) List of all bid items
		(b) Bid item quantities
		(c) Specification item number
		(d) Paid item description and unit of measure
		(3) Basis of estimate sheet (list of materials)
		(4) General notes and specification data sheet
		(5) Condition diagram
		(a) Highway and intersection design features
		(b) Roadside development
		(c) Traffic control including illumination
		(6) Plan sheet(s)
		(a) Existing traffic control that will remain (signs and markings)
		(b) Existing utilities
		(c) Proposed highway improvements
		(d) Proposed installation
		(e) Proposed additional traffic controls
		(f) When applicable, proposed conduit for Railroad interconnect with standard details for runs under tracks.
		(g) Proposed illumination attached to signal poles.
		(7) Notes for plan layout
		(8) Elevation sheet(s) (span wire design)
		(9) Phase sequence diagram(s)
		(a) Signal locations
		(b) Signal indications
		(c) Phase diagram
		(d) Signal sequence table
		(e) Flashing operation (normal and emergency)
		(f) Preemption operation (when applicable)
		(g) Interval timing, cycle length and offset

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		5. Traffic Signals *(continued)*
___	___	b. Layout *(continued)*
		(10) Construction detail sheets(s)
		(a) Poles (TxDOT standard sheets)
		(b) Detectors
		(c) Pull Box and conduit layout
		(d) Controller Foundation standard sheet
		(11) Marking details (when applicable)
		(12) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
		(13) Aerial or underground interconnect details (when applicable)
		c. General Requirements
		(1) Contact local utility company
___	___	(a) Confirm power source
___	___	(b) Discuss route of aerial or underground interconnect cable (when applicable)
___	___	(c) Adjustment of overhead utility lines
___	___	(2) Prepare governing specifications and special provisions list
___	___	(3) Prepare project estimate
___	___	d. Summary of Quantities

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 10 - MISCELLANEOUS (ROADWAY)

(Function Code 163)

Services Provided By: ENGINEER	CITY/COUNTY	
		1. Retaining Walls
		a. Structural Details
___	___	(1) Cast-in-Place Cantilever at _____ locations. (TxDOT Standard Retaining Wall)*
___	___	(2) Tiedback Retaining Wall at _____ location. (TxDOT standard retaining wall)
___	___	(3) Specialized Retaining Wall at _____ locations (Unique Design).*
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)**
___	___	(1) Mechanically Stabilized Earth
___	___	(2) Concrete Block Wall Systems
___	___	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint***
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths***
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
___	___	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint or intervals***
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint***
		(4) Wall panel designations***
		(5) Top of footing elevations***
		(6) Limits of measurement for payment****
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
___	___	e. Foundation Studies (Show cost estimate with Function Code 110)
___	___	(1) The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments. The core holes shall extend 25 feet below the footing elevation.
___	___	f. Stability Analysis (the ENGINEER shall estimate this task as part of his bid to complete the work).
___	___	g. Estimate
___	___	h. Summary of Quantities
___	___	i. Typical X-section.
___	___	j. General Guidelines for Retaining Walls
		(1) The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. **The designer and checker shall check all calculations and initial each page.**
		(2) The ground water level should be observed at the water strike.
		(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
		(4) Foundation exploration shall conform to the requirements set forth in Administrative Circular No. 25-84, Administrative Circular 33-87 and Administrative Circular No. 25-92.

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	2. Traffic Control Plan, Detours and Sequence of Construction Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts: a. The sequence of construction and method of handling traffic during each phase. b. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc. c. The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence. d. Where detours are provided, typical cross sections shall be shown. e. Road construction work hours shall be developed after an investigation of the traffic volumes has been performed.
		3. Illumination
___	___	a. Preliminary Roadway Illumination Layout and Circuit Layout (1) For projects involving freeway to freeway or other types of directional interchanges and projects including left-hand ramps or connections, provide the following: (a) The location of interchanges, main lanes, grade separations, frontage roads and ramps (b) A complete explanation of the sequence and methods of stage construction, where applicable, which would include the initial and ultimate proposed treatment of crossovers and ramps (c) The number of lanes in each section of proposed highway and the location of changes in the number of lanes (d) The projected traffic volumes as provided by the STATE (20 year traffic projection unless otherwise determined by the district engineer) (e) Tentative ROW limits (f) Direction of traffic flow on all roadways (g) Main lane, ramp, frontage road, and necessary cross road profiles at proposed interchanges or grade separations
___	___	b. Final Roadway Illumination and Electrical Circuit Layouts (1) Roadway layout showing pavement edges, shoulders, curbs, retaining walls, etc. (2) Center line with station numbering. (3) ROW lines. (4) Symbol legend. Use department standard symbols for lighting and electrical. (5) Culverts and other structures that present a hazard to traffic. (6) Location of underground utilities, if not shown on plan profile. (7) Location of overhead electrical lines, both crossing and parallel to ROW. (8) Existing sign lighting circuits and roadway illumination to remain, to be removed, to be relocated. (9) Existing service poles, electrical circuits, ground boxes, etc. (10) Contact electric utility for service pole locations, voltage characteristics. (11) Location of proposed sign lighting circuits and roadway illumination. (12) Proposed electrical circuits. (13) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		3. Illumination *(continued)*
___	___	c. General Guidelines for Illumination (If applicable) The ENGINEER shall submit to the COUNTY, well in advance of PS&E due date, the roadway illumination and electrical circuit layout sheets for review by the STATE. Two copies of the layout sheets are to be submitted. One copy will be returned to the Engineer showing corrections that are to be made by the ENGINEER. When final plan submission is made, the ENGINEER shall provide a written statement regarding completion of the corrections.
		4. Miscellaneous Drafting/Standards
___	___	a. Erosion Control
___	___	b. Landscape Development
___	___	5. Compute and Tabulate Quantities
___	___	6. Special Utility Details (Irrigation lines)
		7. Miscellaneous Structures
		a. Type of Structure*
		(1) Overhead Sign Bridges (O.S.B.) Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures.
___	___	(a) New O.S.B. structure(s)
___	___	(b) Structural evaluation of existing O.S.B. structure(s) that are to remain in place or to be relocated.
___	___	(2) High Mast Illumination Poles (HMIP)
___	___	(3) Traffic Signal Supports
___	___	(4) Conventional Illumination Poles
___	___	(5) Sound Barrier Walls
___	___	b. Checklist for Layouts
		(1) Reference appropriate O.S.B. standard
		(2) Drilled shaft size and length
		(3) Soil strength used for design {indicate basis and boring(s) used}
		(4) Design height
		(5) Tower heights
		(6) Leg spacings
		(7) Design wind speed
___	___	c. Foundation Studies (Show cost estimate with Function Code 110) The soils exploration requirements for miscellaneous structures on this project are as follows: (To be provided by the Engineer on an as-needed basis)
		8. Agreements
___	___	a. Utility Agreements
___	___	b. Exhibits for Utility Agreements
___	___	c. Railroad Agreements
		d. Railroad Exhibits
___	___	(1) Railroad Underpasses
___	___	(2) Railroad Overpasses
___	___	(3) Railroad Grade Crossing (Replanking)
___	___	(4) Railroad Grade Crossing Warning Systems (Signals)
___	___	(5) Other Miscellaneous Sketches for Railroads
___	___	e. Traffic Signal Agreements
___	___	f. Exhibits for Traffic Signal Agreements
___	___	9. Estimate
___	___	10. Specifications and General Notes

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 11 - BRIDGE DESIGN

(Function Code 170)

Services Provided By: ENGINEER	CITY/COUNTY		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
___	___	(1) Underpass(es)	
___	___	(2) Overpass(es)	
___	___	(3) Main Lanes	___
___	___	(4) Direct Connector(s)	___
___	___	(5) Ramp Bridge(s)	___
___	___	(6) Waterway Structure(s)**	___
___	___	(7) Pedestrian Structure(s)	___
___	___	(8) Utility Structure(s)	___
___	___	(9) Railroad Underpass(es)	___
___	___	(10) Railroad Overpass(es)	___
___	___	(11) Bridge Classification Culvert(s)**	___
___	___	(11) Alternate Structural Designs	___
___	___	(12) Alternate Foundation Design	___
		Total New Structures =	
		b. Existing Structure(s)	___
___	___	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	
___	___	(2) Bridge Replacement	___
___	___	(3) Raising Bridge Elevation	___
___	___	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	___
___	___	(5) Railroad Overpass(es)	___
___	___	(6) Railroad Underpass(es)	___
		Total Existing Structures =	___

* Countour plots of bridge gores are required for projects involving ramps within the main bridge in order to ensure project transition. The Template data and vertical alignment necessary to generate the contour plots are also required.

** In the early stages of a project, it sometimes cannot be determined whether a Waterway Bridge Structure or a Bridge Classification Culvert (20' minimum length) will be required. Therefore, the ENGINEER should be aware that either of these two types of bridges may be reclassified later in the project for the other type when more information is known that would dictate a change in structure classification.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	2. Preparation of Bridge Layouts (each bridge)

a. Bridge Layouts (PLAN)
   (1) Horizontal curve information or bearing of centerline.
   (2) Including horizontal, vertical, and template information of all roadways or railroads crossed.
   (3) Bearing of center line or reference line.
   (4) Skew angle(s).
   (5) Slope for header banks and approach fills.
   (6) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
   (7) Approach pavement and crown width.
   (8) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
   (9) Approach slab and curb returns.
   (10) Limits and type of riprap.
   (11) Proposed features under structure.
   (12) Location of profile grade line.
   (13) North arrow.
   (14) Typical bridge roadway section including preliminary proposed beam types and spacings.
   (15) Cross slope and super elevation data.
   (16) Minimum horizontal clearances when applicable.
      (a) Dimensions to features that control clearances. (Calculate and indicate points of minimum vertical and horizontal clearances.
   (17) Location of soil core holes (station and offset), shown on layout.
   (18) Bent stations and bearings.
   (19) Retaining wall locations.
   (20) Traffic flow directional arrows.
   (21) Railing types shown.
   (22) Joint types and seal size, if used.
   (23) Beam line numbers consistent with span details.
   (24) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
   (25) Bearings of utilities.

b. Bridge Layouts (ELEVATION)
   (1) Type of foundation.
   (2) Finished grade elevations at beginning and end of bridge.
   (3) Overall length of structure.
   (4) Length, type of spans and units.
   (5) Type of railing.
   (6) Minimum calculated vertical clearance(s).
   (7) Existing and proposed ground lines clearly marked.
   (8) Grid elevations and stations.
   (9) Bent numbers encircled.
   (10) Stationing of bridge compatible with grid stations.
   (11) Standard title.
   (12) Profile grade data.
   (13) Type of riprap.
   (14) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station, elevation and scale.
   (15) Fixed/expansion condition of all bents.
   (16) Column "H" heights.
   (17) Number, size and length of foundations.

Services Provided By:
ENGINEER CITY/COUNTY

2. Preparation of Bridge Layouts (each bridge) *(continued)*
   c. Additional layout requirements for waterway structures and bridge classification culverts.
      (1) Design and 100-year peak discharges.
      (2) Design and 100-year high water (HW) (Recorded HW and date if available)
      (3) Natural and through-bridge velocities for design and 100-year floods.
      (4) Calculated backwater for design and 100-year floods.
      (5) Direction of flow for waterway crossings.
      (6) Contours for water crossing.

3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
4. Foundation Studies (Show cost estimate with Function Code 110)
   The minimum number of soil core holes shall be obtained in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately (300 foot) intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (10 foot) intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at close intervals in the upper (15 feet).
5. Bridge Total Quantities and Cost Estimates (each bridge)
6. Bridge Special Provisions and Specifications (each bridge)
7. Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
8. General Guidelines for Bridge Design
   a. The ENGINEER shall prepare a bridge layout of each bridge structure for Company's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. **No bridge design work is to be performed until the COUNTY has given the engineer written approval of the preliminary bridge layout.**

      Several months may be required, after the preliminary bridge layout is submitted, for the district to obtain approval and/or permits from the following:

      - TxDOT Design Division, when applicable:
        - Railroad Companies
        - FHWA
        - U.S. Army Corps of Engineers
        - U.S. Coast Guard
        - Bureau of Reclamation
        - Texas Parks and Wildlife
        - Others

      Therefore, the bridge layout should be submitted at the earliest possible date and the ENGINEER's design schedule should reflect this.

   b. All bridge superstructure and substructure design will be reviewed by the Design Division for purposes of verifying structural integrity and optimization of design.

   c. The final bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures Detailing Manual.

Services
Provided By:
ENGINEER CITY/COUNTY

8. General Guidelines for Bridge Design *(continued)*

d. The ENGINEER shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation. All bridge design shall be in conformance with the Texas Department of Transportation Bridges and Structures Operation and Planning Manual, the current American Association of State Highway and Transportation Officials or American Railway Engineers Association Specifications for railway structures, Standard Specifications for Highway Bridges, including applicable interim specifications, and the Bridges and Structures, Foundation Exploration and Design Manual. The ENGINEER shall furnish design calculations to the Design Division. **The designer and checker shall check all calculations and initial each page.**

e. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.

f. Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a metric scale of 1:20 (1/2 inch equals one foot architect scale) or 1:50 (1/4 inch equals one foot architect scale) to provide clear legible drawings when the drawings are reduced. Lettering shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

g. Standard drawings for beams, diaframs, railings, armor joints, riprap, etc., shall be furnished to the ENGINEER upon request. These standards shall not be redrawn by the ENGINEER nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the ENGINEER shall not be identified as standards.

h. Bridge layout sheets shall have the same vertical and horizontal scale. Usually a metric scale of 1:100 (1 inch = 10 feet) or 1:200 (1 inch = 20 feet) is used. Sections of existing and proposed structures usually have a metric scale of 1:50 (1 inch = 5 feet). Soil core holes shall be positioned and labeled on the bridge layout plan view. The core hole data shall be plotted at the correct station, at the same vertical scale, and at the proper elevation unless otherwise approved by the Design Division.

i. APPENDIX C, "GENERAL PLAN CHECKLIST", on pages C-1 thru C-5, more specifically relates various sheet types, details, summaries, standards, etc.

j. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.

k. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the consultant at no cost to the Company.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 12 - CONSTRUCTION PHASE SERVICES
(Function Code 320)

Services Provided By:
ENGINEER CITY/COUNTY

___ ___ **CONSTRUCTION MANAGEMENT SERVICES:**

The ENGINEER will provide engineering, geotechnical testing and support services for and during the construction of the Project or portions of the Project approved by the COUNTY. Specific (basic and special) services for CONSTRUCTION MANAGEMENT AND SUPPORT by the ENGINEER will include the following:

Construction Bidding:

1) The ENGINEER will furnish the COUNTY the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The ENGINEER will assist the COUNTY on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration and Inspection:

3) In general, the ENGINEER will provide the management and engineering support/data required for consultation and advisement to the COUNTY and act as the COUNTY's representative as provided in the General Condition of the Construction Contract.

4) The ENGINEER will coordinate and conduct a pre-construction conference (if required).

5) Defects and Deficiencies. The ENGINEER will use his best efforts to protect the COUNTY against defects and deficiencies in the work of the Contractor. The ENGINEER will promptly notify the COUNTY of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

6) Contractor Payment. The ENGINEER will review quantities as submitted by the Contractor and will coordinate with the COUNTY for the preparation of the monthly and final estimates for payment to the Contractor.

7) The ENGINEER will provide Project site inspection of the authorized construction contract as follows:

   a) Project Engineer. The ENGINEER will provide visits by the Project Engineer or a competent representative of the ENGINEER to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The ENGINEER will furnish the services of a Resident Engineer and/or Construction Inspector(s) for on the site inspection construction to monitor/inspect the Contractor's daily progress and conformance to TxDOT's PS&E specifications.

Miscellaneous Technical Activities:

8) Shop Drawings. The ENGINEER will review and check all shop or working drawings furnished by the Contractor.

9) Control of Materials & Equipment. The ENGINEER will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

10) Change Orders. When applicable the ENGINEER will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the COUNTY.

11) As Built Drawings. The ENGINEER will develop as built drawings to depict the work as actually constructed. The COUNTY will be furnished five (5) set of prints.

CONSTRUCTION MATERIAL TESTING:

The ENGINEER will provide the COUNTY with construction material testing services for the Project. The services to be provided include sampling and testing of all construction materials as required by the project plans and specifications. All sampling frequencies and test procedures will be performed in general accordance with the Texas Department of Transportation TEX methods (or ASTM methods as required) as outlined in the Guide Schedule for Sampling and Testing (11/07). The construction material testing includes, but is not limited to the following:

(a) Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.
(b) Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
(c) Field sampling and testing of fresh concrete, and laboratory testing of hardened concrete to determine compliance with project plans and specifications.
(d) Field compaction testing of asphalt to ensure proper compaction during lay down operations.
(e) Field inspection, sampling and laboratory testing of asphalt materials to determine their material properties and their compliance with project plans and specifications.
(f) The ENGINEER will be responsible for concrete batching as well as the asphalt testing at the plants to insure delivery of acceptable material to the job site.
(g) Any additional laboratory testing as required/requested by the COUNTY and the project plans and specifications.
(h) Providing accurate and timely reports to the COUNTY and all/other recipients as designated by the COUNTY.
(i) The ENGINEER will verify the concrete and asphalt designs to assure it is in accordance with TxDOT specifications to be developed by the contractor.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SECTION 13 - FC 600 – ACQUISITION PROVIDER SERVICES
(for EST. 0 PARCELS AND 0 RELOCATIONS/DISPLACEMENTS)

(Services to be provided by L&G Engineering)

Services Provided By: ENGINEER	CITY/COUNTY	
		1) PROJECT ADMINISTRATION
___	___	a) Negotiation of Scope of Services for Work Authorization
		i) Acquisition Provider will visit project site with COUNTY personnel if necessary.
___	___	b) Project Presence at L&G Consultant Office Headquarters
		i) Full Project Office
		(1) No Joint Use of COUNTY or TxDOT facilities
		(2) Open during normal COUNTY and State work hours
		(3) Personnel available to answer questions
		(4) Availability of Project Files
		(5) At least one office staff member is required to be a current commissioned notary public.
___	___	c) Overhead Costs
		i) Administrative costs
___	___	d) Communication
		i) Provide monthly progress reports with invoice.
		ii) Participate in project review meetings as determined by the COUNTY.
		iii) Prepare initial property owner contact list for use by the COUNTY in distribution of Acquisition Provider introduction letters.
		iv) Prepare and Mail via Certified, Return Receipt Requested method, all introduction letters for each individual parcel.
___	___	e) File Management
		i) Project and parcel files will be kept in the COUNTY's Office, if necessary. Working files will be kept in the Acquisition Provider's project administrative office, but documents generated or received by the Acquisition Provider will be forwarded to the COUNTY office as they are generated or received by the Acquisition Provider, if necessary.
		ii) Prepare payment transmittal request utilizing standard payment submissions forms with supporting documentation.
		iii) Maintain records of all payments including check number, amount, and date paid, etc.
		iv) Provide copies of all incoming and outgoing correspondence as generated if requested by COUNTY at provider conference.
		v) Maintain copies of all correspondence and contacts with property owners.
		2) TITLE SERVICES
___	___	a) Secure preliminary title commitments from the Title Company that will be providing title insurance. Cost of preliminary title commitments will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work for payment and paid as a separate item.
___	___	b) Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Cost of title commitment updates will be paid by the Acquisition Provider (if requested by the title company) and will be included in the Acquisition Provider's scope of work and paid as a separate item.
___	___	c) Secure title insurance for all parcels acquired, insuring acceptable title to COUNTY OF HIDALGO. Written approval by the COUNTY required for any exception.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		3) APPRAISAL
___	___	a) Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list will be available for review at all District offices or at the Right of Way Division Office at 118 E. Riverside Drive, Austin, Texas, upon request.
___	___	b) Secure written permission (if necessary) from the owner to enter the property from which land is to be acquired. If the Acquisition Provider and/or the fee appraiser, after diligent effort, are unable to secure the necessary letter of permission from the property owner, a waiver must be obtained, in writing from the COUNTY/TxDOT. Maintain permission letters with appraisal reports.
___	___	c) Prepare (if necessary) pre-appraisal contact with interest owner(s) for each parcel using acceptable COUNTY/TxDOT forms.
___	___	d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of subject property. Maintain record of contact in file.
___	___	e) Prepare complete appraisal report for each parcel to be acquired utilizing TxDOT Forms No. ROW-A-5 and ROW-A-6 as applicable. These reports shall conform to TxDOT/COUNTY policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
___	___	f) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation.
___	___	g) All completed appraisals will be administratively reviewed by L&G Engineering ROW Office and recommended for approval by TxDOT.
___	___	h) As necessary, the appraiser will appear and or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing /pre-trial meetings as directed by L&G Engineering and/or TxDOT.
___	___	i) As necessary, the appraiser will coordinate with review appraiser regarding revisions, comments, or additional information that may be required.
___	___	j) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		4) APPRAISAL REVIEW
___	___	a) Review Appraiser may be selected from TxDOT's list of state approved fee appraisers. This list is available for viewing at all District offices or the Right of Way Division office at 118 E. Riverside Drive, Austin, Texas upon request.
___	___	b) Review all appraisal reports for each parcel to determine consistency of values, supporting documentation related to the conclusion reached and compliance with TxDOT/COUNTY policies and procedures and the Uniform Standards of Professional Appraisal Practices.
___	___	c) Prepare and submit to TxDOT the Form ROW-RTA-10 "Tabulation of Values", for each appraisal.

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	d) The cost of the review appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the review appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
		5) APPRAISAL UPDATES
___	___	a) Prepare complete appraisal update for the parcel to be acquired utilizing TxDOT Form No. ROW-A-5. These reports shall conform to COUNTY/TxDOT policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
___	___	b) As necessary, prepare written notification to COUNTY/TxDOT of any environmental concerns associated with the right of way to be acquired which could require environmental remediation. All completed appraisals will be administratively reviewed by L&G Engineering Right of Way Office and recommended for approval by TxDOT.
___	___	c) As necessary, the appraiser will appear or testify as an Expert Witness in eminent domain proceedings and be available for pre-hearing or pre-trial meetings as directed by the COUNTY/TxDOT.
___	___	d) The cost of the appraiser appearing as an expert witness for testimony at special commissioners hearing must be included in the proposed fee schedule for the appraiser. The cost of the appraiser's expert witness testimony for trial is not part of this contract, and shall be paid by the COUNTY.
___	___	e) As necessary, the appraiser will coordinate with the review appraiser regarding corrections and/or additional information that may be required.
		6) NEGOTIATION, TASKS AND FEES
___	___	a) Analyze appraisal and appraisal review reports and confirm the TxDOT's approved value prior to making offer for each parcel.
___	___	b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
___	___	c) Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by COUNTY /TxDOT on applicable COUNTY /TxDOT forms.
___	___	d) Mail (Certified Mail Return Receipt Requested) initial offer letter, draft deed, Bill of Rights Brochures, Acknowledgement of Appraisal and Appraisal Reports to address confirmed with the Appraisal District of Hidalgo County. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
___	___	e) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at mailing of initial offer. Maintain original signed Receipt of Appraisal. (unless property owner refuses to sign it).
___	___	f) Respond to property owner inquiries verbally and in writing within two business days.
___	___	g) Prepare a separate negotiator contact report for each parcel per contact.

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	h) Maintain parcel files of original documentation related to the purchase of the real property or property interests.
___	___	i) Advise property owner on the Administrative Settlement process. Transmit to TxDOT any written counter offer from property owners including supporting documentation, and provider recommendation with regard to Administrative Settlements in accordance with COUNTY /TxDOT policy and procedures.
___	___	j) Prepare final offer letter, documents of conveyance as necessary.
___	___	k) Appear and provide Expert Witness testimony as an Acquisition Provider when requested.
___	___	l) Meet at the L&G Engineering ROW office in Mission once per week as agreed-upon with the Right of Way Acquisition Manager/Administrator.
___	___	m) Provide a monthly progress report per parcel by the 25th of the month with invoice.
___	___	n) The consultant shall, as part of this proposal, estimate 10% of the parcels identified on Page 37 may result in condemnation. The consultant shall be available for any meeting/hearings as requested by the COUNTY Attorney.
		7) CLOSING SERVICE FEES
___	___	a) Coordinate with COUNTY and Title Company to obtain an updated title commitment along with other Forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from the COUNTY.
___	___	b) Acquisition Provider shall attend closings and provide closing services in conjunction with Title Company.
___	___	c) Acquisition Provider shall record all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to TxDOT for acceptance by the Texas Transportation Commission.
		8) RELOCATION ASSISTANCE SERVICES (separate Work Authorization will be issued once relocations have been identified, unless noted otherwise).
___	___	a) The amount of relocations or displacements as identified. L&G will provide relocation advisory services. L&G will compute replacement housing supplements (owner occupant and/or tenants)
___	___	b) L&G will provide advisory services to business displacements and relocate them effectively.
___	___	c) TxDOT will review, approve and pay for all relocation costs as per the Agreement.
		9) CONDEMNATION SUPPORT
___	___	a) Pre-Hearing Support i) Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company. ii) Prepare a Bisection Clause for the original set of Legal Descriptions supplied by Surveyor, if applicable. iii) Use the information from the Title Commitment to join all interested parties on the necessary forms. Spouses of owners must also be joined.

Services Provided By: ENGINEER	CITY/COUNTY

iv) Upon completion of the necessary forms, prepare a packet containing 2 copies each of the following documents: Title Commitment, Negotiator's Reports, Appraisal Acknowledgment, Preappraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, along with one copy of the appraisal report. Submit packet to the COUNTY Office for submission to the COUNTY Attorney's office.

v) Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.

vi) Upon receipt of packet prepared by the COUNTY Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Special Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, developedby the COUNTY Attorney; the attorney shall file the original petition with the COUNTY Court at Law or other appropriate Court for a cause number to be assigned.

vii) The COUNTY attorney shall file the Lis Pendens including the cause number with the COUNTY Clerk's Office.

viii) Upon assignment of a court, the COUNTY Attorney shall file the Order Appointing Commissioners with the judge retaining a copy of the Order for the files.

ix) Following appointment of Special Commissioners by the judge, the COUNTY shall secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.

x) The COUNTY shall file all originals with the court and send copies marked "copy" to L & G Engineering.

xi) The COUNTY Attorney shall send a copy of the petition to the Title Company so that the Title Company can make sure the appropriate parties were joined and that no changes in title have occurred.

xii) The COUNTY Attorney shall set the Special Commissioners Hearing after the updated appraisal has been submitted, if there is no change in value. If there is an increase in value, COUNTY will approve the new value and the COUNTY's provider will present a revised offer and a final offer letter and submit a copy of the final offer letter.

xiii) The COUNTY Attorney shall coordinate a pre-hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the COUNTY, Appraiser, and Negotiator.

xiv) After the hearing is set, the COUNTY Attorney shall serve Notices of Hearing to the indicated parties at least 11 days prior to the Commissioner's hearing. If it is necessary to join the Federal Government, be advised that they have an additional 60 days to prepare for the Hearing.

xv) Once the notices have been served, the COUNTY Attorney shall file the original notices with the court and send copies stamped "copy" to L&G Engineering ROW Office.

xvi) The COUNTY's Attorney shall send a reminder letter 2-3 weeks in advance to the COUNTY Administration offices, Acquisition Provider, the three special commissioners and court reporter concerning Hearing dates.

b) Post Hearing Support (by COUNTY Attorney)

i) For the hearing, prepare the necessary forms and Special Commissioners time sheets and submit forms to Hidalgo COUNTY clerk's office.

ii) Obtain the signatures of Special Commissioners on the Award of Commissioners and file with the court for the judge's signatures within 48 hours of the Hearing.

iii) Give timesheets to Judge. The amount paid to the Special Commissioners is determined by the Judge.

iv) Obtain and distribute 3 certified copies of the award as follows: 1 certified copy to the title company with a request for a commitment, 1 certified copy to the COUNTY, 1 certified copy to L&G Engineering with the Commitment to request the warrant in the amount of the Special Commissioners Award.

Services Provided By:
ENGINEER CITY/COUNTY

v) Send the Commitment and the Award to COUNTY, along with individual special commissioner's billing requesting the payment for their fees.
vi) File COUNTY warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. The Date of Deposit is the Date of Take.
vii) Take photograph of the interest to be acquired (if necessary) on the day of deposit for relocation verification.
viii) Send written notices of the date of deposit to the COUNTY Administration office and all interested parties.
ix) Appear as Expert Witness as requested. Sub-contractors must also appear as Expert Witnesses as requested.
x) All acquisition negotiations file indicating all "due diligence" provided by the Acquisition Provider will be directed to the COUNTY Attorney's office for his further handling in accordance to the Eminent Domain process by the COUNTY.

10) COMPENSABLE UTILITIES

Utility Accommodation is an integral factor in road construction and design. Coordination of utility adjustments is a necessary function within planning, design, acquisition and construction and requires the administration of property rights issues, utility policy, and reimbursement of eligible utility adjustments. It includes the following tasks:

___ ___ a) Preliminary Design Consultations
i) Conduct Field Investigation and review Certificate of Convenience and Necessity boundaries to identify utility providers within the project area. Communications through letter, phone calls and email to establish a contact list. Coordinate data gathering by surveyors and design team. Introduce project to utility providers.

___ ___ b) Field Observations and Verifications
i) Provide maps to Utility providers to "redline" and identify conflicts. Coordinate exposures and data collection by surveyor. Provide and confirm utility data on project maps. Order Utility Location Service.

___ ___ c) Exchange of Information with Utility Providers
i) Provide project schedule.
ii) Request schedules for utility adjustments.
iii) Identify who is responsible for utility process.

___ ___ d) Confirmation of Property Interests
i) Request Documents.
ii) Coordination of data on maps and citation of property interest documents.
iii) Confirm utilities are within easements.

___ ___ e) Coordination of Agreements
i) Identify utilities that are compensable.
ii) Determine parties and agreements necessary to complete compensable process.
iii) Coordinate execution and processing of Standard Utility Agreements.

___ ___ f) Utility Meetings throughout project development
i) Set up and coordinate utility meetings during planning, design, acquisition and construction phases.
ii) Attend and participate in meetings by other parties.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ENGINEER	CITY/COUNTY	
		11) PAYMENT SCHEDULE
___	___	a) Project Administration
		i) Payment and Milestones
		(a) Full Project Office
		(1) Lump Sum Basis (assume 1 year project presence)
		(2) Initial payment of 25% upon establishment of a project office with functional phone and utility services.
		(3) Remainder paid out in equal monthly installments of 15% starting the following month.
		(4) Monthly billing to COUNTY OF HIDALGO will be required.
		b) Title Services
		ii) Payment
		(a) Per Parcel basis.
		iii) Milestones
		(a) 100% upon securing initial title commitment.
		c) Appraisal Services
		i) Payment
		(a) Per Parcel Basis
		ii) Milestones
		(a) 100% paid upon delivery of complete and acceptable appraisal report
		d) Appraisal Review
		i) Payment
		(a) Per Parcel Basis
		ii) Milestones
		(a) 100% upon submission of ROW-A-10
		e) Appraisal Update
		i) Payment
		(a) Per Parcel Basis
		ii) Milestones
		(a) 100% upon delivery of complete and acceptable appraisal update.
		f) Negotiation, Task, and Fees
		i) Payment
		(a) Per Parcel Basis
		ii) Milestones
		(a) 80% upon presentation of initial offer.
		(b) 20% upon successful negotiation and all instruments are recorded.
		g) Closing Service Fees
		i) Payment
		(a) Per Parcel Basis
		ii) Milestones
		(a) 100% upon recordation of instrument of conveyance.
		h) Relocation Assistance
		i) Payment
		(a) Per Relocation
		ii) Milestones
		(a) 100% upon issuance of 90-day vacancy letter.
		i) Compensable Utilities
		i) Payment
		(a) By percent complete

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESONSIBILITIES

Easements, Letters of Permission, Etc.

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

Coordination of Utilities

The ENGINEER shall furnish the COUNTY prints of a project layout which will be distributed by ENGINEER to various utility companies to determine which utilities are in the limits of the project. These shall be preliminary layouts. Upon completion of the preliminary drainage plans and U&D sheets, the ENGINEER shall distribute to the various utility companies and request return. Upon return of these prints, the ENGINEER will schedule a meeting with the various utility companies to discuss potential conflicts and conformance with the State's Utility Accommodation Policy. The ENGINEER is responsible for coordination with the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

Meetings

Meetings will be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the COUNTY. The ENGINEER shall coordinate through the COUNTY for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

Specifications, Special Provisions, Special Specifications

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

Project Manager/Engineer Communication

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the COUNTY's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the COUNTY.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

Design Responsibilities

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the COUNTY and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the COUNTY will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

EXHIBIT "B"
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Document and Information Exchange

Data, Plan Sheets, General Notes and/or Specifications provided to the COUNTY shall be furnished on 8GB USB flash drives. Each 8 GB flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in MS Office 2007 format. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the COUNTY.

If required, the ENGINEER shall provide to the COUNTY, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the COUNTY's computer system.

CD Tape Required (YES or NO): YES

Proposal Time

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

Office Location

The ENGINEER will perform the services to be provided under this agreement out of their office or offices listed below:

Service	Office Location
PS&E	Mission Office
Schematic	Mission Office
Environmental Document	Mercedes Office

The work effort will be managed out of the Mercedes (City)

office located at 2100 West Expressway 83 (Address),

Mercedes (City), Texas (State).

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE

1. Title Sheet
   Detailed Index of Sheets

2. Typical Sections

3. General Notes and Specifications Data

4. Estimate and Quantity Sheets

5. Storm Water Pollution Prevention Plan (SW3P) Sheets

6. Traffic Control Plans
   a. Sequence of Construction Layouts
   b. Detour Plan/Profile/Typical Sections/Quantities

7. Roadway Layouts
   a. Roadway Plan/Profile Sheets
   b. Intersection Plan/Profile Sheets
   c. Intersection Layouts
   d. Alignment Layouts/Data
   e. Ramp Layouts/Profiles
   f. Connection Roads/U-turns Layouts/Profile

8. Roadway Details
   a. Concrete Pavement Details/Standards
   b. Concrete Pavement Terminal Anchorage Details/Standards
   c. Bridge Approach Details/Standards
   d. Bridge Terminal Anchorage Details/Standards
   e. Roadway/Median Barrier Details/Standards
   f. Curb Details
   g. Driveway Details/Typical Sections/Standards

9. Signing Layouts and Marking Layouts

10. Traffic Signal Layouts

11. Lighting Layouts

12. Illumination Detail Standards (HMID, HMIF, HMIP, RID)

13. Utility Layouts/Profiles

14. Drainage Area Maps and Hydraulic Data
    a. General Drainage Area Maps
    b. Stage-Discharge Curves
    c. Main Cross-Drainage Culvert/Bridge Hydraulic Data
    d. Drainage Area Maps/Culverts/Storm Sewer
    e. Hydraulic Data/Culverts/Inlets/Storm Sewer/Pumps

15. Detailed Drainage Plans
    a. Drainage Plan/Profile Sheets (Storm Sewer Plan/Profile Sheets)
    b. Channel Plan/Profiles/Typical Sections
    c. Box Culvert Plan/Profile
    d. Pipe Sewer/Culvert Cross Sections

APPENDIX A - PLAN SHEET SEQUENCE PROCEDURE (Continued)

16. Drainage Structural Details/Standards
    a. Inlet Details/Standards
    b. Manhole Details/Standards
    c. Junction Box Details/Standards
    d. Safety End Treatment Details/Standards
    e. Box Culvert Details/Standards
    f. Culvert Wingwall Details/Standards
    g. Excavation-Backfill Diaphrams
    h. Riprap Details/Standards
    i. Temporary Pollution and Erosion Control Details

17. Pumphouse Layouts

18. Pumphouse Details

19. Pumphouse Standard Details

20. Bridge Layouts/Profile/Typical Sections*

21. Bridge Details*
    a. Summary of Bridge Quantities
    b. Abutments
    c. Interior Bents
    d. Spans
    e. Special details for the specific bridge

22. Bridge Standard Details*

23. Bridge Railing Standards

24. Retaining Wall Layouts/Profiles**

25. Retaining Wall Details**

26. Retaining Wall Standard Details**

27. Guard Fence/Standards and Signal Pole Standards

28. Signal/Electrical Details/Standards and Signal Pole Standards

29. Signing/Markers/Striping Details/Standards

30. Barricade/Construction/Beacon Standards

31. Miscellaneous Standards
    a. Chain Link Fence Standards
    b. Bridge End Detail/Standards
    c. Roadway Clearance Details/Standards
    e. Attenuator Standards

NOTE: Variations of these plan sheet sequence guidelines may be permitted if approved in writing by the County.

APPENDIX B - PLAN PREPARATION PROCEDURES

1. Title Sheet
   The ENGINEER shall be responsible for completing the title sheet as required and formatted by the STATE and as discussed in Part V of the Highway Design, Operations and Procedures Manual. Refer to Section K - Plans, 1 - Title Sheets, page 5-24, for the procedure to be used regarding all plans prepared by the ENGINEER.

2. Project Layout
   The project layout shall clearly depict the entire project as it is proposed and will usually be drawn at a scale of 1 inch=100 feet or 1 inch=200 feet, depending on the size of the project.

3. Typical Sections
   See Part IV of the Highway Design, Operations and Procedures Manual.

4. Sequence of Work Sheets (Traffic Control Plan)
   Clarity and completeness should be the rule to follow in preparing these sheets, with particular attention given to location of construction signs and barricades, lane widths, protection of drop offs, etc. For a reference guide use the Texas Department of Transportation, Texas Manual on Uniform Traffic Control Devices. Usual scale of 1 inch=100 feet and/or 1 inch=50 feet for special locations. A narrative sequence shall be included in the special provisions for the project. Staging of structural elements shall be considered. Provisions for drainage shall be considered, included and indicated during all stages of construction operations.

5. Removal Item Sheets
   These sheets indicate removal of existing facilities necessary to the proposed construction. (1 inch=40 feet) (use same scale as plan/profile sheets).

6. Summary Sheets
   Summary Sheets are required to indicate type, quantity and/or location of work for individual items of the proposed project.

7. Alignment Layout Sheets
   These sheets indicate the horizontal alignment with curve data and coordinates usually tabulated thereon. On some projects, depending on size, this information may be included on the plan profile sheets. Usual scale (1 inch=100 feet) or (1 inch=40 feet).

8. Plan Profile Sheet
   Clarity and completeness should be the rule to follow in preparation of these sheets. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet), depending on project complexity.

9. Drainage Area Maps
   Usual scale (1 inch=100 feet) and/or (1 inch=200 feet) supplemented by large scale area maps as necessary.

10. Drainage Plan Profile Sheets
    These sheets may be required on some projects to clearly depict location of inlets, storm sewer lines, and profile of storm sewer lines and laterals. Usual scale (1 inch=40 feet or 1 inch=50 feet) or (1 inch=20 feet). Storm sewer design does include redesign of storm sewers imposed by utility constraints developing after initial reviews by the STATE and consequential redesign and adjustments.

11. Runoff, Inlet, Storm Sewer and Culvert Sheets
    Use standard sheets.

APPENDIX B - PLAN PREPARATION PROCEDURES (Continued)

12. Culvert Cross Sections and Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER for modification of special designs.

13. Manhole and Inlet Details
District standard reproducible sheets can be furnished (one each) to the ENGINEER.

14. Miscellaneous Detail
Curb, Sidewalk, Driveways, etc.

15. Intersection Details

16. Marking Layouts and/or Details
Layouts of the entire project with markings depicted thereon. Usual scale 1:500 (1 inch=40 feet or 1 inch=50 feet). On some projects typical details might suffice.

17. Structural Details
Bridge layout sheets shall have the same horizontal and vertical scale. Usually (1 inch = 10 feet) (1 inch = 20 feet). Sections of existing and proposed structures usually have a scale of (1 inch = 5 feet). Elements of the bridge (abutments, bents, slabs, etc.) shall be detailed to a (1/2 inch = 1 foot) or (1/4 inch equals 1 foot) architect scale to provide clear legible drawings when reduced. Letters shall be a minimum size of 4 millimeters (5/32 inch) height for hand lettering and 140 for lettering by computer-aided design and drafting (CADD).

18. Overhead Sign Bridge Layouts
A maximum of four structures may be shown on each layout sheet. The reference to the appropriate overhead sign bridge (OSB) standard and the following requirements shall be shown on the layout:
(1) Drilled shaft size and length
(2) Soil strength used for design {indicate basis and boring(s) used}
(3) Design height
(4) Tower height
(5) Leg spacings and
(6) Design wind speed.
The wind speed design map need not be included in the project plans. Designation of tower member size and anchor bolt size shall not be shown. For OSBs which require special design, the design shall be in accordance with the AASHTO sign specifications (see Item 22 of References on page 49) and to the same loading requirements as for normal standard structures. Structures (special or standard) which will have changeable message signs shall be analyzed by the ENGINEER.

APPENDIX C - GENERAL PLAN CHECKLIST

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	Title Sheet
___	___	Project Layout
___	___	Sequence of Work
___	___	Detour Layouts & Profiles
___	___	Construction Pavement Markings
___	___	Signing & Barricades
___	___	Construction Sign & Beacons
___	___	Typical Sections
___	___	Shaping & Finishing Sections
___	___	Slopes Adjacent to Shoulders
___	___	Estimate & Quantities
___	___	General Notes & Specification Data
___	___	Grading Summary
___	___	Miscellaneous Summaries (See following "SUMMARIES" heading)
___	___	Horizontal Curve Data & Alignment Layouts
___	___	Drainage Summaries
___	___	Structure Summaries
___	___	Erosion Control Summary & Details
___	___	Plan/Profile Sheets
___	___	Erosion Control Summary & Details
___	___	Pavement Contours
___	___	Superelevation Transition (If Required)
___	___	Grading Contours
___	___	Guard Fence Layouts
___	___	Storm Water Pollution Prevention Plans (SW3P)
___	___	Drainage Area Maps
___	___	Hydraulic Data
___	___	Drainage Sheets
___	___	Bridge Hydrology Sheets
___	___	Inlet & Manhole Details
___	___	Utility Support Details
___	___	Culvert Cross Sections & Details
___	___	Special Culvert Designs
___	___	Special Drainage Details
___	___	Chain Link Fence Locations
___	___	Ramp Details Sheet
___	___	Removal Item Sheet - Including detours
		(Shown in detour summary, No payment for removal; subsidiary to construction detours)
___	___	Pavement Details
___	___	Pavement Standard Modification for Concrete Shoulder
___	___	Concrete Pavement Continuously Reinforced (CPCR)
___	___	Concrete Pavement Contraction Design (CPCD)
___	___	Concrete Pavement Details - Jointed Reinforced (Steel Bars) (CPJR)
___	___	Bridge Approach Slab Details
___	___	Vehicle Attenuator Details
___	___	Miscellaneous Details
___	___	Wheelchair Ramps
___	___	Pavement Marking Details
___	___	Modified Standards
___	___	List of Standards
___	___	Permanent Signing Plans & Quantities

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	CITY/COUNTY	
___	___	Permanent Lighting Plans, Quantities & Standards
___	___	Bridge Layout(s)
___	___	Bridge Details
___	___	Retaining Wall Layout(s)
___	___	Retaining Wall Details
___	___	Pumphouse Details
___	___	Underdrain Details (Retaining Walls)
___	___	Culvert Standards
___	___	Soil Profile
___	___	Temporary Traffic Signals
___	___	Design Cross Sections
___	___	Estimate
___	___	List of Standard Specification, Special Provisions & Special Specifications
___	___	Detour Special Provisions (If Required)
___	___	Construction Time Estimate
___	___	Critical Path Method (CPM)
___	___	Unit Price Documentation
Miscellaneous		
___	___	Conduit Requirements
___	___	Traffic signal Requirements
Summaries		**(ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)**
___	___	Salvaging and Placing Topsoil
___	___	Prepare ROW
___	___	Remove Old Structures
___	___	Scarify Existing Pavement
___	___	Remove Old Concrete Curb of Curb and Gutter (C&G)
___	___	Remove Old Concrete Pavement
___	___	Remove Old Concrete Riprap
___	___	Remove Metal Beam Guard Fence
___	___	Galvanized steel Beam Guard Fence (12Ga) (GSBGF)
___	___	Temporary Guard Fence (TEMPGF)
___	___	Summary of Concrete Flumes
___	___	Curbs
___	___	Adjust Manholes & Inlets
___	___	Underdrains
___	___	Base and Pavement
___	___	Large Structure
___	___	Concrete Riprap (RR8 & RR9)
___	___	Temporary Portable Concrete Barrier (PCBR)
___	___	Concrete Traffic Barrier
___	___	Vehicle Attenuator
___	___	Guard Rail Energy Absorbing Terminal (Great System)
___	___	Pavement Markings & Blast Cleaning (Thermoplastic)
___	___	Retaining Walls
___	___	Large Structure Summaries
___	___	Small Structure Summaries

APPENDIX C - GENERAL PLAN CHECKLIST *(continued)*

Services Provided By: ENGINEER	CITY/COUNTY	Summaries (ALL BELOW YES FOR ENGINEER AND NO FOR COUNTY UNLESS NOTED OTHERWISE)
___	___	Earthwork (Roadway & Channel) & Channel Details
___	___	Culverts
___	___	Detours
___	___	Seeding or Mulch Sod - Quantity Only
___	___	Inlet & Manholes
___	___	Sidewalks
___	___	Construction Pavement Markings
___	___	Driveways
___	___	Concrete Median
___	___	Storm Sewers
___	___	Head Walls & Safety End Treatments
___	___	Curb Openings
___	___	Manholes
___	___	Chain Link Fence, Remove & Replace Chain Link Fence
___	___	Remove & Relay Reinforced Concrete Pipe (RCP) or Pipe Sewer

EXHIBIT "C"
PROJECT SCHEDULE

OVERPASS AT SH 107 AND FM 2128 (SCHUNIOR RD) PROJECT

	2015		2016											
TASK AND DESCRIPTION	**NOV**	**DEC**	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**
LEVEL OF SERVICE ANALYSIS														
Meetings & Coordination w/ Pct. #4 Staff on Project Development Activities														
Preliminary Design Values														
Preliminary Route Locations on Uncontrolled Mapping														
Uncontrolled Mapping (w/ Contours & GIS Info)														
Preliminary Traffic Evaluations and Traffic Counts														
Preliminary Hydrologic Map														
Preliminary ROW Requirements														
Preliminary Cost Estimates														
Preliminary Environmental Analysis (for fatal flaws)														
Project Fact Sheet with Estimated Local Cost vs. Total Project Cost														
Level of Service Analysis														
Develop Three (3) Conceptual Prel. Schematics														
Collect Accident Data														

EXHIBIT D-1

ESTIMATED MAN-HOUR BREAKDOWN

OVERPASS AT SH 107 AND FM 2128 (SCHUNIOR RD) PROJECT

		MANHOURS									
		Senior Project Manager	Senior Engineer	Senior Environmental Scientist /Specialist	Project Engineer	Senior Engineer Tech	CADD Operator / GIS Analyst	Admin / Clerical	TOTAL HOURS	Sub-Contract Amounts / ROW COST	TOTAL LINE ITEM COST
	CONTRACT RATE	211.40	175.16	147.98	129.86	96.64	66.44	60.40			
WORK AUTHORIZATION NO. 1											
LEVEL OF SERVICE ANALYSIS											
1	Preliminary Design Values	8	12	0	18	0	16	8	62		$ 7,676.84
2	Preliminary Route Locations on Uncontrolled Mapping	16	16	8	16	40	16	0	112		$ 14,375.20
3	Uncontrolled Mapping (w/Contours & GIS Info)	2	2	0	8	24	40	0	76		$ 6,788.96
4	Preliminary Traffic Evaluations & Trends	4	6	0	9	40	0	8	67		$ 7,414.10
5	Preliminary Hydrologic Map	4	6	0	9	0	40	0	59		$ 5,722.90
6	Preliminary ROW Requirements	2	4	0	4	40	0	16	66		$ 6,474.88
7	Preliminary Cost Estimates	2	8	0	8	0	0	16	34		$ 3,829.36
8	Preliminary Environmental Analysis (or fatal flaws)	4	6	36	9	16	36	16	123		$ 13,297.06
9	Project Fact Sheet with Estimated Local Cost vs Total Project Cost	24	16	0	16	0	0	24	80		$ 11,403.52
10	Meetings, Coordination & Support for Project Development	40	40	0	40	0	0	24	144		$ 22,106.40
11	Develop 3 conceptual Prelimnary Schematics (Plan Layout) with Lane configurations for 3 overpasses	40	120	0	120	120	0	0	400		$ 56,655.20
12	L&G to furnish 24 hr traffic Counts at Richardson Rd, Tower Rd, SH 107, (7 Locations)	0	0	0	8	120	0	40	168	$ -	$ 15,051.68
13	L&G to furnish peak period turning movement traffic Counts at Richardson Rd, Tower Rd, SH 107, 9th street, Tex-Mex Rd and Joe Dinn Rd (8 Locations)	0	0	0	8	120	0	40	168	$ -	$ 15,051.68
14	Collect and review Accident Records for the past 4 years	0	0	0	24	0	0	16	40		$ 4,083.04
15	Level of Service Analysis (See Exhibit D-1, page 2 of 2)								0	$ 40,796.09	$ -
SUB-TOTAL		**146**	**236**	**44**	**297**	**520**	**148**	**208**	**1599**	**$ 40,796.09**	**$ 189,930.82**

Sub-Total Manhours Fee with Subconsultant Fee:	$ 230,726.91
TOTAL PROJECT FEE:	**$ 230,726.91**

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: REVISED---Agreement#C-15-390-11-10-L&G Engineering-Pct 4 (Job Specific Proj)-Overpass project

From : Steve Crain <scrain@atlashall.com> Tue, Nov 03, 2015 12:47 PM

Subject : RE: REVISED---Agreement#C-15-390-11-10-L&G Engineering-Pct 4 (Job Specific Proj)-Overpass project 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Looks good.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Tuesday, November 03, 2015 12:01 PM
To: Stephen L. Crain
Cc: Marynel Trevino; Maria Lucio; Martha Salazar
Subject: Re: REVISED---Agreement#C-15-390-11-10-L&G Engineering-Pct 4 (Job Specific Proj)-Overpass project

Good morning, Mr. Crain-

Per our conversation this morning, attached, please find **"Revised"** agreement #C-15-390-11-10-L&G Engineering (job specific project) Analysis of Overpass Project at Pct 4. I have highlighted the areas in which i have added to the agreement and the language you dictated to me this morning.

Please advise if this agreement is good to go.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

...DON'T WORRY...BE HAPPY...

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Tuesday, November 3, 2015 9:09:06 AM
Subject: Read: Contract# C-15-390-11-10-L&G Engineering-Pct 4 (Job Specific Proj)-Overpass project

Your message

To: Steve Crain
Cc: Maria Lucio; Martha Salazar; Darlene H. Betancourt
Subject: Contract# C-15-390-11-10-L&G Engineering-Pct 4 (Job Specific Proj)-Overpass project
Sent: 11/2/2015 4:37 PM

was read on 11/3/2015 9:08 AM.



image001.gif
345 B

L&G Engineering
Transportation Consultants

October 27, 2015

The Honorable Joseph Palacios
Hidalgo County Precinct No. 4
Attn: Maria Lucio
1051 N. Doolittle Road
Edinburg, Texas 78539

RE: Subcontracting Notice for the Overpass at the Intersection of SH 107 and FM 2128

Dear Commissioner Palacios:

We would like to inform you of the subcontractor that we will be using on the Overpass at the Intersection of SH 107 and FM 2128 (Schunior). Please coordinate with your Purchasing Department for Commissioner's Court approval of this notification. This sub-contractor will be providing a Level of Service Analysis Study (see attached proposal) for this project.

Subcontractor:
Level of Service Analysis Study:
Mr. Harry Simeonidis
Ergonomic Transportation Solutions, Inc.
5300 Hollister Rd., Ste. 220
Houston, Texas 77040
(713) 956-9601

Should you have any questions, please feel free to give me a call at 956-565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO/Project Manager

cc: Hidalgo County Auditor's Office

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

EXHIBIT D-1

TRAFFIC OPERATIONS ANALYSIS STUDY - SH 107 AT SCHUNIOR STREET (FM 2128)

Ergonomic Transportation Solutions, Inc.

TRAFFIC OPERATIONS ANALYSIS			MANHOURS Project Manager	Senior Transp. Engineer	Transportation Engineer	CADD Designer	Administrative Assistant	Total
TASK								
	I	Collection and Assessment of Information	8	16	16		8	48
	II	Field Investigation		8	8			16
	III	Traffic Analysis	28	54	80	20		182
	IV	Accident Analysis	4	8	6	16		34
	V	Report Preparation	8	8	24	8	8	56
		Subtotal	**48**	**94**	**134**	**44**	**16**	**336**

Total Sheets/Labor Hours	**48**	**94**	**134**	**44**	**16**	**336**
Contract Rates	$ 58.00	$ 36.70	$ 31.80	$ 23.00	$ 19.00	
Direct Salary Cost	$ 2,784.00	$ 3,449.80	$ 4,261.20	$ 1,012.00	$ 304.00	$ 11,811.00
Overhead Multiplier	$ 4,600.84	$ 5,701.14	$ 7,042.06	$ 1,672.43	$ 502.39	$ 19,518.86
Fixed Fee	$ 923.10	$ 1,143.87	$ 1,412.91	$ 335.55	$ 100.80	$ 3,916.23
Total Labor Costs	**$ 8,307.94**	**$ 10,294.81**	**$ 12,716.17**	**$ 3,019.99**	**$ 907.19**	**$ 35,246.09**

Ergonomic Transportation Solutions, Inc. Expenses

EXPENSES	
Travel (airfare, lodging, mileage or car rental)	$ 550.00
Traffic Counts	$ 5,000.00
Total Expenses	**$ 5,550.00**

ETSI Total Cost **$ 40,796.09**

AI-52135 **Purchasing Department** **24. E. 1.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance an approval of an Amendment between Tyler Technologies, Inc. and Hidalgo County under the current Maintenance and Support Service Agreement to remove the Licensed Software Session Works Judge Edition and to add to the Agreement Schedule 1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1302-412-00-200-009-0-761

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

BUDGETARY IMPACT:

PO #631083 for Tyler Technologies; funds available as of 11-6-15.

Attachments

amendment

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/06/2015 09:45 AM
Budget & Management	Veronica Ortiz	11/06/2015 10:17 AM
Ivan Cantu	Ivan Cantu	11/06/2015 03:41 PM
Auditor's Office	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Rocio Villarreal		Started On: 11/05/2015 10:38 AM
Final Approval Date: 11/06/2015		

AMENDMENT

This amendment ("Amendment") is made this _____ day of _____ 2015 by and between Tyler Technologies, Inc. ("Tyler") and Hidalgo County, Texas ("End User").

WHEREAS, Tyler and the End User are parties to a certain End User License and Professional Services Agreement dated November 14, 2013 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The Licensed Software SessionWorks Judge Edition is hereby removed from the Agreement. End User's license with regard to said software is hereby terminated absolutely and for all purposes. End User shall discontinue use of the said Licensed Software and will cause the same to be removed or rendered inoperable on End User's computer systems.

2. As of the effective date of this Amendment, Tyler shall have no further obligation to provide maintenance and support services with regard to the Licensed Software removed hereby and End User shall have no further obligation to make payment for the same.

3. The Licensed Software detailed in the attached Schedule 1 is hereby added to the Agreement and shall become subject to the terms, conditions and restrictions thereof. The Licensed Software added hereby shall become subject to the maintenance and support services agreement, and the fees associated therewith as detailed on Schedule 1 become payable, pursuant to the Agreement.

4. The Professional Services detailed in the attached Schedule 1 are hereby added to the Agreement. Tyler shall invoice End User for Professional Services pursuant to the Agreement. It is expressly understood and agreed that any unused Professional Services that existed as part of the Agreement before the effective date of this Amendment shall remain available for End User use.

5. In consideration of the license terminated hereby, Tyler shall credit End User (as reflected on Schedule 1) the amount of $110,250 previously paid for the SessionWorks Judge Edition software toward the License Fees associated with the Licensed Software added hereby. The remaining credit balance of $11,250 shall be applied at End User's discretion to Professional Services fees, provided, however, that any credit unused shall after 1 year shall expire.

6. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

7. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	Hidalgo County, Texas
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Schedule 1
Investment Summary

LICENSED SOFTWARE	LICENSE FEE	ANNUAL M&S
Electronic Signatures + Merged to Tiff	$45,000	$9,450
LEAD Tools (250 Seats)	$9,000	
eNotices	$45,000	$9,450
SessionWorks Judge Edition License Credit	($110,250)	
	Remaining Credit Balance **$11,250**	ANNUAL M&S **$18,900**

PROFESSIONAL SERVICES	HOURS	RATE/HR	T&M AMOUNT
Project Management	6	$160	$960
Setup, Configuration, & Consulting	28	$149	$4,172
Training	12	$138	$1,656
Estimated Travel Expenses			$4,462
			TOTAL SERVICES **$11,250**

AI-52099 **Purchasing Department** **24. F. 1.**

CC - REGULAR

Meeting Date: 11/10/2015

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

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Acceptance and approval to award job order contractor, Herrcon, LLC (awarded JOC through Buyboard contract #464-14) in the amount of $7,699.33 for: "Turnkey replacement of kitchen range hood to comply with Fire Marshal requirements at the John Austin Pena Primary Care Substance Abuse Facility" (Project #15-393-MSS).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-444-00-240-005-0-751

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

BUDGETARY IMPACT:

Funding as per line item transfer on today's agenda Item No. 52096.

Attachments

Proposal from Herrcon -Range Hood replacement

RSMeans Price Verification

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/04/2015 03:46 PM
Budget & Management	Veronica Ortiz	11/04/2015 03:47 PM
Glinda Pacheco	Glinda Pacheco	11/05/2015 08:45 AM
Auditor's Office	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Moises Salazar		Started On: 11/03/2015 03:20 PM
Final Approval Date: 11/06/2015		

Herrcon

1333 E. Jasmine Ave. - McAllen, TX 78501

BuyBoard Cooperative Purchasing

JOC Contract - 464-14

DELIVERY ORDER REQUEST

Client: HIDALGO COUNTY **Date:** 10/28/2015

Project: Range Hood at Substance Abuse Building

Location: 3105 E. Richardson Rd., Edinburg, TX

Project Summary: Remove & install appropriate hood range in kitchen
To comply with fire marshal requirements

Order Calculation Criteria: Facilities & Commercial Renovation / Unit / Repair & Remodeling / McAllen / Year 2015 Qtr 4

Averages based on quantity and unit prices from RS Means			$ 8,650.93
Competitive Bid Coefficient	0.89	X	$ 7,699.33
Adjustments			$ 7,699.33
Permits & Fees			$
			$ 7,699.33
Architectural & Engineering Fees			$
			$
			7,699.33
Payment & Performance Bond			$
			$
Delivery Order Request Quote			$ 7,699.33

Gilbert Herrera 10/28/15

Gilbert Herrera Date

RSMeans
FROM THE GORDIAN GROUP®

Hidalgo County
3105 East Richardson
Edinburg, Texas
Date: 10/28/2015

Cost Estimate Report
RSMeansOnline

Range Hood System at Substance Abuse
Year 2015 Quarter 4
Unit Detail Report

Prepared By:
Gilbert Herrera
HERRCON LLC

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200260	Field personnel, superintendent, average	1.00	Week	$3,450.00	$3,450.00
Division 01 General Requirements Subtotal					**$3,450.00**
Division 02 Existing Conditions					
024116190360	Minor building deconstruction, salvage labor, kitchen cabinets, uppers and lowers, built-in	6.00	L.F.	$70.36	$422.16
024116190360	Cost adjustment factors, dust protection, add to construction costs for particular job requirements, maximum	1.00	Costs	$7.74	$46.44
024116190360	Cost adjustment factors, cut & patch to match existing construction, add to construction costs for particular job requirements, maximum	1.00	Costs	$6.33	$37.99
Division 02 Existing Conditions Subtotal					**$506.59**
Division 11 Equipment					
115313230650	Laboratory equipment, fume hood, ductwork, minimum	0.00	Hood	$5,325.18	$0.00
Division 11 Equipment Subtotal					**$0.00**
Division 23 Heating, Ventilating, and Air Conditioning (HVAC)					
233813102970	Exhaust hood, commercial kitchen equipment, stainless steel, gutter on all sides, 4' x 4' x 2'	1.00	Ea.	$4,694.34	$4,694.34
233813102980	Exhaust hood, commercial kitchen equipment, stainless steel, gutter on all sides, 4' x 4' x 7'	0.00	Ea.	$7,392.14	$0.00
233813102980	Cost adjustment factors, dust protection, add to construction costs for particular job requirements, maximum	1.00	Costs	$0.00	$0.00
233813102980	Cost adjustment factors, cut & patch to match existing construction, add to construction costs for particular job requirements, maximum	1.00	Costs	$0.00	$0.00
Division 23 Heating, Ventilating, and Air Conditioning (HVAC) Subtotal					**$4,694.34**

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
	Subtotal				**$8,650.93**
	General Contractor's Markup on Subs		**0.00%**		**$0.00**
	Subtotal				**$8,650.93**
	General Conditions		**0.00%**		**$0.00**
	Subtotal				**$8,650.93**
	General Contractor's Overhead and Profit		**0.00%**		**$0.00**
	Grand Total				**$8,650.93**

RSMeans
FROM THE GORDIAN GROUP®

Facilities Management
3105 E. Richardson Rd.
Edinburg, TX, 78539
Date: 11/03/2015

Cost Estimate Report
RSMeansOnline

Subtance Abuse Bldg -Range Hood
Year 2015 Quarter 4
Unit Detail Report

Prepared By:
Purchasing Department
Hidalgo County

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200260	Field personnel, superintendent, average	1.00	Week	$3,450.00	$3,450.00
Division 01 General Requirements Subtotal					**$3,450.00**
Division 02 Existing Conditions					
024116190360	Minor building deconstruction, salvage labor, kitchen cabinets, uppers and lowers, built-in	6.00	L.F.	$70.36	$422.16
024116190360	Cost adjustment factors, cut & patch to match existing construction, add to construction costs for particular job requirements, maximum	1.00	Costs	$6.33	$37.99
024116190360	Cost adjustment factors, dust protection, add to construction costs for particular job requirements, maximum	1.00	Costs	$7.74	$46.44
Division 02 Existing Conditions Subtotal					**$506.59**
Division 11 Equipment					
115313230650	Laboratory equipment, fume hood, ductwork, minimum	0.00	Hood	$5,325.18	$0.00
Division 11 Equipment Subtotal					**$0.00**
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LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
	Subtotal				**$8,650.93**
	General Contractor's Markup on Subs		**0.00%**		**$0.00**
	Subtotal				**$8,650.93**
	General Conditions		**0.00%**		**$0.00**
	Subtotal				**$8,650.93**
	General Contractor's Overhead and Profit		**0.00%**		**$0.00**
	Grand Total				**$8,650.93**

RSMeans
FROM THE GORDIAN GROUP®

Facilities Management
3105 E. Richardson Rd.
Edinburg, TX, 78539
Date: 11/03/2015

Cost Estimate Report
RSMeansOnline

Subtance Abuse Bldg -Range Hood
Year 2015 Quarter 4
Unit Summary Report

Prepared By:
Purchasing Department
Hidalgo County

Division	Description		Total
Division 01	General Requirements		$3,450.00
Division 02	Existing Conditions		$506.59
Division 11	Equipment		$0.00
Division 23	Heating, Ventilating, and Air Conditioning (HVAC)		$4,694.34
Subtotal			$8,650.93
General Contractor's Markup on Subs		0.00%	$0.00
Subtotal			$8,650.93
General Conditions		0.00%	$0.00
Subtotal			$8,650.93
General Contractor's Overhead and Profit		0.00%	$0.00
Grand Total			$8,650.93

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Vendor Name:	Herrcon, LLC
Address:	1333 E Jasmine Ave
	McAllen, TX 78501-5708
Phone Number:	(956) 330-5566
Email:	gherrera1@rgv.rr.com
Federal ID:	46-1829890
Contact:	Gilbert Herrera
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Job Order Contracting (RS Means)
Contract#:	464-14
Effective Date:	12/01/2014
Expiration Date:	11/30/2018
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Texas
Quote Reference Number:	464-14
Return Policy:	N/A

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice
Construction Services Advisory:	Click to view the Construction Related Goods and Services Advisory

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
Herrcon, LLC[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor
Browse Contracts
Instructional Materials

Additional Resources

Search Results

Show 25 ▼ results Narrow Results:

Vendor	Description	Pricing Sheet	Price	Qty	Add to Cart
Herrcon, LLC [MWBE]	0.89 Texas Coefficent For Standard Hours. Current edition R.S. Means Construction Data. Line Item 1	N/A	$0.00		Add Hide Details

Extended Product Information

Reference Number: 464-14

Part Number: Catalog

Unit Measure: EA

Full Description: 0.89 Texas Coefficent For Standard Hours. Current edition R.S. Means Construction Data. Line Item 1

Vendor	Description	Pricing Sheet	Price	Qty	Add to Cart
Herrcon, LLC [MWBE]	0.89 Texas Coefficent For Non-Standard Hours. Current edition R.S. Means Construction Data. Line Item 2	N/A	$0.00		Add Hide Details

Extended Product Information

Reference Number: 464-14

Part Number: Catalog

Unit Measure: EA

Full Description: 0.89 Texas Coefficent For Non-Standard Hours. Current edition R.S. Means Construction Data. Line Item 2

AI-52152 **Purchasing Department** **24. G. 1.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the following for C-CAP-15-223-09-29 Lorenzana Subdivision between Hidalgo County and REIM Construction Inc. as submitted through project engineer Le Fevre Engineering & Management Consulting, LLC (pending final legal review);

A. Final construction contract (CC awarded/09-29-15 AI#51437) in the amount of $111,364.25;

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee [historically Raul Lozano unless otherwise selected by Comm. Pct. #1] to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1312-431-00-121-422-0-721&723

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

BUDGETARY IMPACT:

Funds available as of 11-6-15

Attachments

back up 51952

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/06/2015 03:32 PM
Budget & Management	Veronica Ortiz	11/06/2015 03:33 PM
Ivan Cantu	Ivan Cantu	11/06/2015 04:33 PM
Auditor's Office	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Yvette Islas		Started On: 11/05/2015 03:51 PM
Final Approval Date: 11/06/2015		

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

June 2015

STATE OF TEXAS
EMIGDIO SALINAS
107703
LICENSED
PROFESSIONAL ENGINEER
6-2-15

Emigdio "Milo" Salinas, PE

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

LEMC No. 178

TABLE OF CONTENTS
CAP-15-223-07-01-YSS
LORENZANA SUBDIVISION

1) Advertisement and Invitation for Bids
2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
3a) Statement of Credentials
4) Information for Bidders
5) Bid Form
6) Bid Bond
7) Draft Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond

11) **Exhibit C**
    - **a.** Insurance

12) General Conditions of the Agreement
13) Title 29 Labor
14) Standard General Condition of Construction Contract
15) Supplemental General Condition

16) **Exhibit A** General Notes & Standard Specifications
    - **a.** Technical Specifications
    - **b.** Hidalgo County Specifications as per 340
    - **c.** Government Specifications & Special Provisions

17) **Exhibit B**
    - **a.** Debarment
    - **b.** W-9
    - **c.** Bidder/Vendor Application
    - **d.** Conflict of Interest Memo
    - **e.** Conflict of Interest Form
    - **f.** Sales Tax and Local Sales Tax Certificate

18) **Exhibit D Border Wage Rates**
    - **a.** Government code Ch 2258
    - **b.** Prevailing Wage Rate
    - **c.** Davis Bacon

19) **Exhibit E**
    - **a.** Checklist
    - **b.** Change Order
    - **c.** Payment of Application
    - **d.** Estimate Quantity Update
    - **e.** Schedule of Values
    - **f.** Contract Time Statement

g. Colonia Testing Requirement
h. List of Suppliers
i. Partial Release of Lien
j. Contractor's Affidavit of Payment of Debts and Claims
k. Prevailing Wage Rates Certificate Statement
l. Certificate of Construction Completion
m. Contractor's Affidavit of Release of Liens
n. Payment Schedule
o. Quantity Work Sheet
p. Retainage Release TXDOT Final Inspection letter
q. Addendum Sample
r. Certificate of Substantial Completion

20) Construction Identification Sign

REQUEST FOR BIDS

(Colonia Access Program Project)

TO SUPPLY HIDALGO COUNTY (PRECINCT NO. 1) with sealed bids on:

CAP-15-223-07-01-YSS "ROAD & DRAINAGE CONSTRUCTION FOR LORENZANA SUBDIVISION"

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than 5% of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained from the office of **LeFevre Engineering & Management Consulting, LLC, 612 Nolana, Suite 520, McAllen, Texas 78504,** Phone No **(956) 687-5362** for the amount of **$100.00.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be non-refundable

PRE-BID CONFERENCE is scheduled for **WEDNESDAY, JUNE 24, 2015** at **2:00 P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539.**

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.: CAP-15-223-07-01-YSS **"ROAD & DRAINAGE CONSTRUCTION FOR LORENZANA SUBDIVISION"** on the lower left hand corner of the corresponding 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	Physical Location:
Hidalgo County New Administration Building	Hidalgo County New Administration Building
2812 S. Business Hwy 281	2802 S. Business Hwy. 281
Edinburg, Texas 78539	(Southeast of Canton Rd & Business 281)
	Edinburg, Texas 78539

Sealed bids will be accepted until **9:30 a.m. on Wednesday, JULY 01, 2015** 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.) and Urban County Program CDBG funds.

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 9TH day of **JUNE, 2015.**

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

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

LEGAL NOTICE **BID NO: CAP-15-223-07-01-YSS**

1. Sealed bids will be received for **"HIDALGO COUNTY – BORDER COLONIA ACCESS PROGRAM PRECINCT 1 ROAD AND DRAINAGE CONSTRUCTION FOR LORENZANA SUBDIVISION CAP-15-223-07-01-YSS"** 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: **" CAP-15-223-07-01-YSS - 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, JULY 01, 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 - CAP-15-223-07-01-YSS – 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, Accents. Payable Assist. Supervisor/BCAP Admin. Assist IV
Hidalgo County Precinct 1
1902 Joe Stephens Ave, Suite 101
Weslaco, Texas 78599
(956) 968-8733

18. Schedule of Events

Bid Opening, 9:30 AM	**July 01, 2015**
Award of Contract	**July 15, 2015**
Commence Work or Deliver Products	**July 29, 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.

COPY

BIDDERS ACKNOWLEDGEMENT
Bid for
HIDALGO COUNTY
"SERVICES"
BID NO.: CAP-15-223-07-01-YSS

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: REIM Construction, Inc.
Address: 9612 N. STEWART RD. MISSION, TX. 78573
By: [signature]
Printed Name: MIGUEL A. RAMOS
Title: PRESIDENT.

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: REIM Construction, Inc.

Address: 9612 N. STEWART RD. MISSION, TX. 78573

Date Organized: JULY 2007 Date Incorporated: JULY 2007

Office Number: (956) 580-2675 Fax Number: (956) 580-4032

Number of years in business under present name: 8 YEARS

Type of work performed by your company: GENERAL CONTRACTORS.

Have you ever failed to complete any work awarded to you? NO

Have you ever defaulted on a contract? NO

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: HIDALGO COUNTY

Address: MINESOTA RD. W. "I" RD. PAVING

Ph/Fx Number: _____ Email: _____

Scope of Work Description: STREET IMPROVEMENTS.

Date Completed: MARCH 2013 Total Cost: $132,700.00

****

2. Owner: HIDALGO COUNTY

Address: VAL-BAR SUBDIVISION

Ph/Fx Number: _____ Email: _____

Scope of Work Description: STREET IMPROVEMENTS.

Date Completed: MARCH 2013 Total Cost: $105,118.00

****

3. Owner: MCALLEN INTERNATIONAL BRIDGE

Address: HIDALGO, TEXAS.

Ph/Fx Number: _____ Email: _____

Scope of Work Description: STREET IMPROVEMENTS.

Date Completed: JULY 2013 Total Cost: $917,718.00

****

4. Owner: PENITAS WEST

Address: WEBB COUNTY

Ph/Fx Number: _____ Email: _____

Scope of Work Description: STREET IMPROVEMENTS.

Date Completed: NOVEMBER 2012 Total Cost: $1,604,555.00

****

5. Owner: 16th & SYCAMORE AND BICENTENNIAL.

Address: MCALLEN, TEXAS

Ph/Fx Number: _____ Email: _____

Scope of Work Description: STREET IMPROVEMENTS.

Date Completed: SEPTEMBER 2012 Total Cost: $3,073,787.00

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

"SEE ATTACHED"

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.

NONE

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 1st day of JULY, 2015.

MIGUEL A. RAMOS

By _____

Title PRESIDENT

YADIRA YVETTE GARCIA
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
06-18-17

Subscribed and sworn to me this 1st day of JULY, 2015.

By: _____

Notary Public in and for HIDALGO County, Texas

My commission expires 06/18/2017

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 July 01, 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. CAP-15-223-07-01-YSS
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-15-223-07-01-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	10.36	STA	Preparing Row	FOUR HUNDRED NINETY Dollars NO Cents	$490.00	$5,076.10
260	3577	SY	6" LIME TRT (3%) EXIST. MATL (SUBGRADE)	TWO Dollars FIFTY FIVE Cents	$2.55	$9,121.35
260	505	CY	LIME TREATED (3%) FLEXBASE (MIX EXIST. MATL)	SIX Dollars NINETY FIVE Cents	$6.95	$3,509.75
247	295	CY	FL BS (CMP NPLC)(TY E GR4)(FNAL POS)	FORTY FIVE Dollars NO Cents	$45.00	$13,275.00
310	615	GAL	ASPH Matrl. (MC-30)	FIVE Dollars EIGHTY Cents	$5.80	$3,567.00
251	800	CY	REWORK BS MTL	THIRTEEN Dollars FIFTY Cents	$13.50	$10,800.00
260	57	TON	LIME (HYD, COM OR OK)(SLURRY)	ONE HUNDRED NINETY FIVE Dollars NO Cents	$195.00	$11,115.00
					Roadway Subtotal	$56,464.50
Drainage						
168	51	1000 GAL	VEGETATIVE WATERING	THIRTY FIVE Dollars TWENTY FIVE Cents	$35.25	$1,797.75
164	0.35	AC	CELL FBR MLCH SEED (PERM)(URBAN)(CLAY)	TWO THOUSAND NINE HUNDRED FIFTY Dollars NO Cents	$2,950.00	$1,032.50
530	175	SY	Driveway (ASPH-CONC-PAV)(PB-1)	THIRTY ONE Dollars FIFTY Cents	$31.50	$5,512.50

530	86	SY	Driveway (Concrete 3000 PSI)	SIXTY Dollars FIFTY Cents	$60.50	$5,203.00
464	50	LF	18" RCP Culvert Pipe	FIFTY SEVEN Dollars FIFTY Cents	$57.50	$2,875.00
7034	316	LF	15" HDPE Culvert Pipe	TWENTY EIGHT Dollars NO Cents	$28.00	$8,848.00
506	48	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) INSTALL	SEVEN Dollars TEN Cents	$7.10	$340.80
506	48	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) REMOVE	NO Dollars NINETY Cents	$.90	$43.20
432	3.5	CY	RIP RAP (CONC)(CL B)(4")	FOUR HUNDRED EIGHTY TWO Dollars NO Cents	$482.00	$1,687.00

Drainage Subtotal	$27,339.75

Bid Total	$83,804.25

Alternate #1 Roadway

341	265	TON	ASPH Conc. (TY D) (1 ½")	ONE HUNDRED FOUR Dollars NO Cents	$104.00	$27,560.00

Alternate #1 Roadway Subtotal	$27,560.00

Bid Total	$111,364.25

BASE BID TOTAL + ALTERNATE #1

Base Bid Total + Alternate #1 Roadway Subtotal	$111,364.25

Bid Grand Total	$111,364.25

OPENED 9:30AM 7-1-15

Witnessed

BIDDER/COMPANY NAME: REIM Construction, Inc.

AUTHORIZED SIGNATURE: Miguel A. Ramos

PRINTED NAME: MIGUEL A. RAMOS

TITLE: PRESIDENT

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 FIVE THOUSAND SIX HUNDRED Dollars ($5,600.00), 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,

REIM Construction, Inc.
Name of Firm

By: _____ 07/01/15
Signature Date

PRESIDENT
Title

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

9612 N. STEWART RD.
Address

MISSION, TX. 78573

(956) 580-2675
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, **REIM Construction, Inc.**

9612 Stewart Rd, Mission, Texas 78573

as Principal, hereinafter called the Principal,

and the **Great American Insurance Company and Great American Insurance Company of New York**,

of **301 E. 4th Street, Cincinnati, OH 45202**, a corporation duly organized under

the laws of the State of **New York**, as Surety, hereinafter called the Surety, are held and firmly bound unto

Hidalgo County as Obligee, hereinafter called the Obligee,

in the sum of ***** FIVE PERCENT OF TOTAL AMOUNT BID *****

Dollars (**5% TAB**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Road And Drainage Construction for Lorenzana Subdivision

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **1st** day of **July** **2015**.

Witness

REIM Construction, Inc. (Seal)
Principal

PRESIDENT
Title

Witness

Great American Insurance Company and Great American Insurance Company of New York

By **Betty J. Reeh** Attorney-in-Fact

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SIX

No. 0 14902

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name		Address	Limit of Power
BRYAN K. MOORE	CLARK FRESHER	ALL OF	ALL
PAT J. MOORE	BETTY J. REEH	SAN ANTONIO,	$100,000,000.00
GARY W. WHEATLEY	MICHAEL D. HENDRICKSON	TEXAS	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of JUNE , 2014 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 9TH day of JUNE , 2014 , before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

Shelle Clontz
Notary Public, State of Ohio
My Commission Expires 08-09-2015

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof; such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company; to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 1st day of July . 2015 .

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

New York

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SIX

No. 0 14902

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name		Address	Limit of Power
BRYAN K. MOORE	CLARK FRESHER	ALL OF	ALL
PAT J. MOORE	BETTY J. REEH	SAN ANTONIO,	$100,000,000.00
GARY W. WHEATLEY	MICHAEL D. HENDRICKSON	TEXAS	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23RD day of MARCH , 2015 .

Attest

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

CORPORATE SEAL

Assistant Secretary

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON-ss:

On this 23RD day of MARCH , 2015 , before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company of New York, the Company described in and which executed the above instrument; that he knows the seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

JENNIFER MARIE RIPPY
Notary Public, State of Ohio
My Commission Expires
June 20, 2019

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company of New York by unanimous written consent dated May 14, 2009.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company of New York, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of May 14, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 1st day of July , 2015 .

CORPORATE SEAL

Assistant Secretary

S1185K (01/15)

GREAT AMERICAN INSURANCE COMPANY
GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

IMPORTANT NOTICE:

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
FAX# 1-512-475-1771

Your notice of claim against the attached bond may be given to the Surety Company that issued the bond by sending it to the following address:

Mailing Address: Great American Insurance Company
580 Walnut Street
Cincinnati, OH 45202

You may also contact the Great American Insurance Company Claim Office by telephone at:

Telephone Number: (513) 369-5000

"SEE ATTACHED"

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-15-223-09-29

This Agreement, entered into this 29th day of September, 2015 by and between Hidalgo County (hereinafter called the "OWNER," and, REIM Construction, Inc. (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:

ROAD AND DRAINAGE CONSTRUCTION FOR LORENZANA SUBDIVISION

Hereinafter called the project, for the sum of **One Hundred Eleven Thousand Three Hundred Sixty Four Dollars and Twenty Five Cents ($111,364.25)** 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 ninety **90** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 250.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON, September 29th, 2015.

YADIRA YVETTE GARCIA NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-18-17

CONTRACTOR: _____
Print Name & Title: Miguel A. Ramos, President
Name of Firm: REIM Construction, Inc.
Address: 9612 N. Stewart Rd.
Mission, TX 78573
Fed I.D. #/SS #: 26-0477105

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 28th day of October, 2015, by Miguel Ramos, President Of and on behalf of REIM Construction, Inc.
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:
Office of Criminal District Attorney,
Ricardo Rodriguez, Jr.
Civil Division

BY: _____ Date: _____
Assistant District Attorney

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

MIGUEL A. RAMOS, being first duly sworn, deposes and says that:

(1) He is PRESIDENT, of REIM Construction, Inc., 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) Miguel A. Ramos

PRESIDENT
(Title)

Subscribed and sworn to before me on this 1st
Day of JULY, 2015

SECRETARY/TREASURE
Title

YADIRA YVETTE GARCIA
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
06-18-17

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) REIM Construction, Inc, a (2) Corporation, hereinafter called Principal and (3) Great American Insurance Company of Cincinnati, OH, hereinafter called the Surety, are held and firmly bound unto (4) Hidalgo County of Hidalgo, 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 $111,364.25 ($ 111,364.25) Dollars in lawful money of the United States to be paid in (5) Hidalgo County, 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) Hidalgo County, the Owner, dated the 29th day of September, A.D. 2005, 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 23rd day of October. A.D., 20 15.

ATTEST:

(Principal) Secretary

(Seal)

Witness as to Principal

9612 Stewart Rd., Mission, TX 78573
(Address)

Principal REIM Construction, Inc.

By

9612 Stewart Rd

(Address) Mission, TX 78573

Telephone Number: 956-580-2675

Great American Insurance Company
Surety

ATTEST:

(Surety) ~~Secretary~~ Witness

(Seal)

Witness as to Surety

10101 Reunion Pl., Ste. 100
San Antonio, TX 78216
(Address)

By

Betty J. Reeh, Attorney-In-Fact

(Address) 301 E. 4th Street

Cincinnati, OH 45202

NOTE: If Contractor is partnership all Partners should execute bond.

Telephone Number: 800-972-3008

PAYMENT BOND FORM

_____
(Individual Principal)

_____
(Address)
Telephone Number:_____

_____
(Business Address)
Telephone Number:_____

REIM Construction, Inc.
(Corporate Principal)

9612 Stewart Rd., Mission, TX 78573
(Business Address) (Affix Corporate SEAL)
Telephone Number:
BY

ATTEST:

_____
_____
(Business Address) (Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

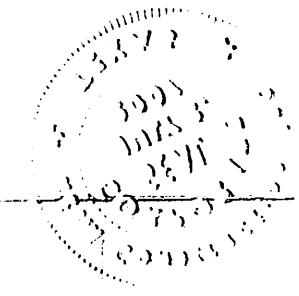
I, _____, certify that I am the _____ Secretary of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; and I know his signature, and his signature thereto is genuine; and that said bond was duly signed, 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 $23.97 per thousand. Total amount of premium charge $ 2,670.00 .
(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) REIM Construction, Inc., a (2) _____ OF Mission, TX, hereinafter called Principal and (3) Great American Insurance Company of Cincinnati, State of Ohio, hereinafter called the Surety, are held and firmly bound unto (4) Hidalgo County of Hidalgo, hereinafter called Owner, in the penal sum of $111,364.25 ($111,364.25) Dollars in lawful money of the United States to be paid in (5) Hidalgo County, 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) Hidalgo County, the Owner, dated the 29th day of September, A.D. 2005, 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 23rd day of October, 2015. A.D.

ATTEST:

(Principal) Secretary

(Seal)

Witness as to Principal

9612 Stewart Rd, Mission, TX 78573
(Address)

Principal REIM Construction, Inc.

By

9612 Stewart Rd

(Address) Mission, TX 78573

Telephone Number: 956-580-2675

Great American Insurance Company

ATTEST:

(Surety) ~~Secretary~~ Witness

(Seal)

Witness as to Surety

10101 Reunion Pl., Ste. 100

San Antonio, TX 78216
(Address)

By

301 E. 4th St.

(Address) Cincinnati, OH 45202

Telephone Number: 800-972-3008

NOTE: If Contractor is a partnership, all partners should execute bond.

PERFORMANCE-PAYMENT BOND FORM

_____ _____
(Individual Principal)

_____ _____
(Address) (Business Address)
Telephone Number:_____ Telephone Number:_____

REIM Construction
(Corporate Principal)

9612 Stewart Rd, Mission, TX 78573
(Business Address) (Affix Corporate SEAL)
Telephone Number:
BY

ATTEST:

_____
_____
(Business Address) (Affix Corporate SEAL)

BY_____
Telephone Number:_____

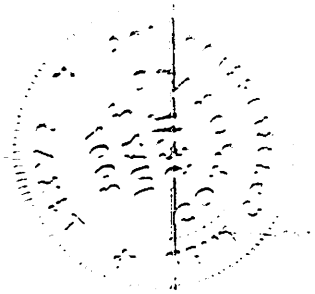
CERTIFICATES AS TO CORPORATE PRINCIPAL

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 $23.97 per thousand. Total amount of premium charge $ 2,670.00.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SIX

No. 0 14902

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name		Address	Limit of Power
BRYAN K. MOORE	CLARK FRESHER	ALL OF	ALL
PAT J. MOORE	BETTY J. REEH	SAN ANTONIO,	$100,000,000.00
GARY W. WHEATLEY	MICHAEL D.HENDRICKSON	TEXAS	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22ND day of JUNE , 2015 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 22ND day of JUNE , 2015 , before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 23rd day of October , 2015 .

Assistant Secretary

S1029AF (06/15)

GREAT AMERICAN INSURANCE COMPANY
GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

IMPORTANT NOTICE:

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
FAX# 1-512-475-1771

Your notice of claim against the attached bond may be given to the Surety Company that issued the bond by sending it to the following address:

Mailing Address: Great American Insurance Company
580 Walnut Street
Cincinnati, OH 45202

You may also contact the Great American Insurance Company Claim Office by telephone at:

Telephone Number: (513) 369-5000

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, MIGUEL A. RAMOS, authorized representative for REIN Construction, Inc.,
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

07/01/2015
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

07/01/2015
Date

REIM Construction, Inc.
Company

9612 N. STEWART RD.
Address

MISSION, TX. 78573
City, State, Zip

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/3/2015

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
IBTX Risk Services SAT
10101 Reunion Place Suite 100

San Antonio TX 78216

CONTACT NAME: Rosa Maughan
PHONE (A/C, No, Ext): (210) 696-6688 FAX (A/C, No): (210) 696-8414
E-MAIL ADDRESS: service@ib-tx.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Company	35289
INSURER B : Valley Forge Insurance Company	20508
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED (956) 580-2875
REIM Construction, Inc.

9612 Stewart Rd.

Mission TX 78573

COVERAGES **CERTIFICATE NUMBER:** Cert ID 17597 **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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			C 5082720560	1/1/2015	1/1/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			5082720574	1/1/2015	1/1/2016	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			C 5082720543	1/1/2015	1/1/2016	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC 5 82720557	1/1/2015	1/1/2016	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Automobile policies include a blanket automatic additional insured endorsement [GL form CG140331; CA20480299] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability, Auto and Workers Comp policies include blanket automatic waiver of subrogation endorsement [CG18652-1; CA20890604; WC420304A] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires such status. Primary Noncontributory wording per endorsement [Form #CG140331]. Cancellation see attached [Ford CG 02 051204; G56015B; WC 420601] RE: Road and Drainage Construction to Lorenzana Subdivision CSJ:3C-1080-422. Border Colonia Access Program Round III.

CERTIFICATE HOLDER

Hidalgo County

2812 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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations
(As required by "written contract" per Paragraph A. below.)

Locations of Covered Operations
(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

A. **Section II - Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
2. The particular person or organization, if any, scheduled above.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
   a. Your acts or omissions; or
   b. The acts or omissions of those acting on your behalf

   in the performance of your ongoing operations specified in the "written contract"; or
   c. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
      (1) The "written contract" requires you to provide the additional insured such coverage; and
      (2) This Coverage Part provides such coverage.
2. We will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:
   a. Required by the "written contract";
   b. Described in **B.1.** above; or
   c. Afforded to you under this policy.
3. This insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract," this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury arising out of:
   a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
      (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
      (2) Supervisory, inspection, architectural or engineering activities; or

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b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

(1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;

(2) Except as provided in Paragraph B.3 of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;

(3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and

(4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision **(4)** does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

2. With respect only to the insurance provided by this endorsement, the first sentence of Paragraph **4.a.** of the Other Insurance Condition is deleted and replaced with the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary and non-contributory except when rendered excess by endorsement G-140331-C, or when Paragraph **b.** below applies.

D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and

2. Was executed prior to:

a. The "bodily injury" or "property damage"; or

b The offense that caused the "personal and advertising injury"

for which the additional insured seeks coverage under this Coverage Part.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

SCHEDULE

Coverages are summarized below. For particulars and limitations affecting each coverage, please refer to the corresponding policy provisions in the body of this endorsement.

1. **Miscellaneous Additional Insureds**
   7 additional insured extensions.
2. **Employees As Insureds – Health Care Services**
3. **Joint Ventures/Partnership/Limited Liability Companies**
   Coverage for your interest in such terminated or ended organizations.
4. **Expanded Personal And Advertising Injury**
5. **Medical Payments**
   Limits increased to $15,000.
   Reporting increased to three years from the date of accident.
6. **Legal Liability And Borrowed Equipment**
   Extended perils.
   Limit increased to $200,000 for Damage to Premises Rented To You
7. **Non-owned Watercraft**
   Increased to 55 feet.
8. **Non-owned Aircraft Coverage**
9. **Contractual Liability For Personal And Advertising Injury**
10. **Supplementary Payments**
    Cost of bail bonds increased to $2,500.
    Daily loss of earnings increased to $1,000.
11. **Liquor Liability Coverage Extension**
12. **Newly Formed Or Acquired Organizations**
    Coverage extended to the end of the policy period.
13. **Liberalization Clause**
14. **Unintentional Failure To Disclose Hazards**
15. **Notice of Occurrence**
16. **Broad Knowledge of Occurrence**
17. **Aggregate Limits Per Project**
18. **Bodily Injury – Extension of Coverage**
19. **Expected Or Intended Injury**
    Reasonable force – bodily injury or property damage.
20. **Wrap-Up Extension**
21. **Contractual Liability – Railroads**
    Expanded definition of "insured contract."
22. **Blanket Waiver of Subrogation**
    Waiver of subrogation where required by written contract or written agreement.
23. **In Rem Actions**

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(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

f. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

g. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires; or

(2) To "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under Paragraphs **a.** through **g.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

As respects the coverage provided under this provision, Paragraph **4.b.(1)** of **Section IV – Commercial General Liability Conditions** is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

(1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract or written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

2. EMPLOYEES AS INSUREDS – HEALTH CARE SERVICES

Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured** is deleted.

3. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE

A. The following is added to **Section II – Who Is An Insured:**

4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

a. Prior to the termination date of any joint venture, partnership or limited liability company; or

b. If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

c. To a joint venture, partnership or limited liability company which is or was insured under a "consolidated (wrap-up) insurance program."

"Consolidated (wrap-up) insurance program" means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, otherwise referred to as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

B. The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

Except as provided in Paragraph **4.** above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability

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12. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph **3.a.** of **Section II – Who Is An Insured** is deleted and replaced by the following:

Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

13. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Based on our reliance on your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

15. NOTICE OF OCCURRENCE

The following is added to Paragraph **2.** of **Section IV – Commercial General Liability Conditions – Duties In The Event of Occurrence, Offense, Claim or Suit:**

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence," offense claim or "suit."

16. BROAD KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph **2.** of **Section IV – Commercial General Liability Conditions – Duties in The Event of Occurrence, Offense, Claim or Suit:**

You must give us or our authorized representative notice of an "occurrence," offense, claim, or "suit" only when the "occurrence," offense, claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or

(4) A manager, if you are a limited liability company.

17. AGGREGATE LIMITS PER PROJECT

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A,** and for all medical expenses caused by accidents under **Section I – Coverage C,** which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the insured:

1. A separate Single Construction Project General Aggregate Limit applies to each construction project away from premises owned by or rented to the insured, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Single Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **Coverage C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits."

3. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Single Construction Project General Aggregate Limit for that construction project away from premises owned by or rented to the insured. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Single Construction Project General Aggregate Limit for any other separate construction project away from premises owned by or rented to the insured.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Single Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A,**

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residency including but not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and also includes their common areas and/or appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). When there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels, or motels. Residential structure also does not include hospitals or prisons.

21. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of "insured contract" in **Section V – Definitions** is replaced by the following:

"Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

22. BLANKET WAIVER OF SUBGROGATION

The **Transfer Of Rights Of Recovery Against Others To Us** Condition (**Section IV – Commercial General Liability Conditions**) is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or

2. "Your work" included in the "products-completed operations hazard."

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and

2. Was executed prior to loss.

23. IN REM ACTIONS

Any action in rem against any vessel owned, operated by or for, or chartered by or for you will be treated in the same manner as though the action were in personam against you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – AMENDMENT OF CANCELLATION PROVISIONS OR COVERAGE CHANGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1.	**Name:** 'PER SCHEDULE ON FILE'
2.	**Address:** Cancellation notification to the above entities will not apply to cancellation for non payment of premium
3.	**Number of days advance notice:** 30
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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CNA

POLICY NUMBER: 5082720574

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 01/01/2015	Countersigned By: _____ (Authorized Representative)
Named Insured: REIM Construction, Inc.	

SCHEDULE

Name of Person(s) or Organization(s):
ANY PERSON OR ORGANIZATION WHICH IS REQUIRED TO BE NAMED AS A RESULT OF A WRITTEN CONTRACT WITH YOU

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

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POLICY NUMBER: 5082720574

COMMERCIAL AUTO
CA 20 89 06 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES IN TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 01/01/2015	Countersigned By:
Named Insured: REIM Construction, Inc.	(Authorized Representative)

SCHEDULE

Name Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT	
Additional Premium	**$**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule. We will retain the additional premium shown above, regardless of any early termination of this endorsement or the policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – NOTICE OF CANCELLATION OR MATERIAL CHANGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective 01/01/2015	Policy Number 5082720574
Named Insured REIM Construction, Inc.	Countersigned by

(Authorized Representative)

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

1. Number of days advance notice:

30

2. Name:

'PER SCHEDULE ON FILE'

3. Address:

Cancellation notification to the above
entities will not apply to cancellation
for non payment of premium

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( )Specific Waiver

   Name of person or organization

   (X) Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: **ALL TEXAS LOCATIONS AND OPERATIONS**

3. Premium

   The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium see schd

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2015 Policy No. **5082720557** Endorsement No.

Insured **REIM Construction, Inc.** Premium $

Insurance Company **Valley Forge Insurance Co**. Countersigned by _____

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30*

2. Notice will be mailed to: APPLIES TO ALL ENTITIES ON LIST
MAINTAINED ON FILE BY COMPANY
*EXCEPT FOR 10 DAYS NOTICE FOR
NON PAYMENT OF PREMIUM

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)
Endorsement Effective 01/01/2015 Policy No. **5082720557** Endorsement No.
Insured **REIM Construction, Inc.** Premium $

Insurance Company **Valley Forge Insurance Company** Countersigned by _____

REIM Construction

EQUIPMENT			
	DESCRIPTION	MAKE	MODEL
AC 001	Air Compressor	Ingersollrand	P185WID
AC 002	Air Compressor	Ingersollrand	183
AD 001	Flat Wheel (D)	Dynapac	CC211
AD002	Flat Wheel (D)	Caterpillar	CB-434D
AN 001	Neumatic	Dynapac	CP132
AN 002	Neumatic	Caterpillar	PS-150C
AP 002	Paver	Barber-Greene	BG270B
BH 005	Backhoe 4X4/Martillo	Caterpillar	416E
BH006	Backhoe 4X4	Caterpillar	416E
BH007	Backhoe 4X4	Caterpillar	420F
BH008	Backhoe 4X4	Caterpillar	420F
BH009	Backhoe 4X4	Caterpillar	420F
BM 001	Broom	Broose	
CM 001	Curb Machine	Gomaco	GT6000-90
CP 001	Compactor	Dynapac	CA252 PD
CP 002	Compactor	Dynapac	CA151PD
CP 003	Compactor	Dynapac	CA152PD
CP 004	Compactor	Caterpillar	CP-323C
CP 005	Compactor	Caterpillar	CP-323C
CPM 01	Triple Roller Tube Paver	Allen	255CD
DZ 001	Dozer	Caterpillar	D3G XL
DZ 002	Dozer	J.D.	750C
EX 001	Excavator	Caterpillar	320CL
EX 002	Excavator	Caterpillar	320 CL
EX 003	Excavator	Caterpillar	320 CL
EX 004	Excavator	Caterpillar	320 CL
EX 005	Excavator	Caterpillar	330D
FR 001	Flat Roller	Dynapac	CA252 D
LD 001	Loader	Caterpillar	924G
LD 002	Loader	Caterpillar	938G
LG 001	Generator/Lights	Magnum	MLT3060KMH
MG 001	Motorgrader	Caterpillar	120G
MG 002	Motorgrader	Caterpillar	12H
MG 003	Motorgrader	Caterpillar	140H
MX 001	Mixer	Bomag	MPH1005
SP 001	Screaper	Caterpillar	615C II
T 001	Tank	Fona	1979
	Tractor	Case	Magnum 275
		RENT	

	EXCAVATOR	Caterpillar	336 EL
	EXCAVATOR	Caterpillar	320 EL
Vehicles:			
	DESCRIPTION	MAKE	MODEL
~~DT 001~~	~~Dump Truck~~	~~Mack~~	~~1978~~
FT 001	Flat bed	Ford	1996
FT 004	Flat Bed	Dodge 2012	Ram 5500
FT 005	Flat Bed	Ford 06	3500
FT 006	Flat bed	Dodge 2009	Ram 5500
GN 001	Goosneck	Tophat	2008
GN 002	Goosneck	Tophat	2014
LB 001	Low Boy	Load King	2001
MT 002	Mechanic Truck	Chevrolet	2007/2500
OT 001	Oil Truck	Ford	1994
PT 001	P/U Truck	Ford	2003
PT 002	P/U Truck	Chevrolet	2008
PT 003	P/U Truck	FORD	2009
PT 004	P/U Truck	FORD	2009
PT 006	P/U Truck	FORD	2010
PT 007	P/U Truck	FORD	2014
ST 001	Service Truck	Ford	1999
ST 003	Service Truck	Ford	2004/450
ST 004	Service Truck	Ford	2008/F550
TK 001	Truck	Mack	1998
TK 002	Truck	Peterbilt	1997
TH 001	Trailer/Home	Gulf	2006
VD 001	Belly Dump	Wes-Tex	2004
WT 001	Water Truck	Ford	1988
WT 002	Water Truck	Chevrolet	1998
WT 003	Water Truck	Ford	1999
WT 004	Water Truck	International	2000
Following vehicle is on the policy but not on your list			
	Truck	Ford	1994

REIM CONSTRUCTION, INC.
)612 STEWART
MISSION, TX 78573
IST OF COMPLETED PROJECTS:

lame	Date Completed:	Contract Amount:	Owner:
Minnesota Rd. W "I" Rd. Paving	March 2013	$ 132,700.00	Hidalgo County
'al-Bar Subdivision	March 2013	$ 105,118.00	Hidalgo County
Itilities Relocations Bus 83	July 2013	$ 614,993.00	City of Mercedes
McAllen-Hidalgo Inter. Bridge	February 2013	$ 917,718.00	City of McAllen
I Cenizo Flood & Drainage	February 2013	$ 350,012.00	City of El Cenizo
alcon Mesa, Zapata County	December 2012	$ 391,399.00	Zapata County
anal Street Drainage	December 2012	$ 720,454.00	City of Laredo
aredo International Airport Phase 6	December 2012	$5,095,006.00	City of Laredo
eñitas West	November 2012	$1,604,555.00	Webb County
5th & Sycamore and Bicentennial	September 2012	$3,073,787.00	City of McAllen
arious Sidewalks/School Zones	September 2012	$ 786,995.00	TXDOT
alley International Airport Aircraft	April 2012	$ 303,976.00	City of Harlingen
.)TXDOT Mile 2 Widening	December 2011	$5,443,644.00	TXDOT
irport Truck Rout Thomas Ave.	December 2011	$ 452,939.00	City of Laredo
ood and Drainage Improvements	November 2011	$ 343,564.00	City of El Cenizo
olana Blueline Bridge	November 2011	$1,204,644.00	City of McAllen
ty of Laredo Unitec Industrial Park	April 2011	$3,452,233.00	City of Laredo
:hens Road	February 2011	$ 544,818.00	Starr County
ty of Laredo Airport Phase 6	January 2011	$1,986,467.00	City of Laredo
nitec 12" Waterline	January 2011	$ 444,125.00	City of Laredo
ty of Roma Escandon Street	January 2011	$ 102,213.00	City of Roma
:dernal Road Drainage	November 2010	$ 248,843.00	Zapata County
)San Ygnacio Street Improvements	November 2010	$2,724,922.00	Zapata County
adway Infrastructure	August 2010	$ 294,780.00	City of Roma
rder Colonia Pct.2	April 2010	$ 379,737.75	Starr County
09 EDAP Sanitary Sewer Improvements	May 2010	$ 872,276.80	City of Alton
o Grande Intake Structure	June 2009	$1,371,393.00	Webb County
Calton Rd. Improvements	June 2009	$1,126,413.00	City of Laredo
ther McNaboe Park	June 2009	$ 687,416.00	City of Laredo
xas/Piedra China Phase III	June 2009	$ 593,825.00	City of Laredo
la Track	June 2009	$ 188,330.00	Webb County
:DD#1 Segment 4-A	June 2009	$ 593,825.00	Hidalgo County
:DD#1 Segment 6	January 2009	$1,977,065.00	Hidalgo County
:DD#1 Segment 7	December 2008	$2,833,525.00	Hidalgo County
lcon Lake Street Improvements	November 2008	$ 840,406.56	Zapata County
edo International Airport Taxilane	August 2008	$3,556,604.33	City of Laredo
xas/Piedra China Improvements Phase II	May 2008	$ 390,491.27	City of Laredo
stol Rd. Drainage/Culvert Improvements	April 2008	$ 446,747.00	City of Laredo
Vinson Ave. Street Improvements	December 2007	$1,688,026.26	City of Harlingen
e/35th Ave. Pavements Improvements	November 2007	$ 341,277.45	City of McAllen
irr County Pct. No.2	September 2007	$ 632,516.34	Starr County

CITY OFLAREDO
ENGINEERING DEPT.
(956) 791-7346

-Rogelio Rivera
City Engineer
-Alejandro Labrada
Project Engineer

CITY OF McALLEN
ENGINEERING DEPT.
(956) 681-1150

-Mario Cruz
Project Engineer
-Jeremy Santoscoy
Project Engineer

CITY OF ROMA
CITY HALL
(956) 849-1411

-Crisanto Salinas
City Manager

ZAPATA COUNTY
PROJECT OFFICE
(956) 765-9939

-Mario Gonzalez-Davis

REIM CONSTRUCTION, INC.
9612 STEWART
MISSION, TX 78573

LIST OF PROJECTS IN PROGRESS:

Name	Date of Contract:	Contract Amount:	% Completed:	Owner:
Laredo City Connections	February 2014	$5,080,000.00	57%	City of Laredo
Veleno Road Improvements	April 2014	$ 891,123.00	52%	Zapata County
Four Seasons Subdivision	August 2014	$2,089,032.00	8%	Zapata County
Ebony Ave. Street Improvements	March 2013	$5,040,000.00	30%	City of Roma
Laredo Airport Phase 8 & 9	September 2014	$4,910,235.00	5%	City of Laredo
Curb Ramps Repairs	May 2014	$1,657,335.00	33%	TXDOT

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 Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or instrumentality's.
(29 FR 97, Jan. 4, 1964, as amended at 33 FR 32575, Nov. 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.
(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness,

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own prope@ for his personal protection in his work, such as safety shoes, safety

or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*–Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*–The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*–The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*–Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*–The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*–The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*–The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*–Performance and payment bonds and other instruments of security.

9. *Change Order*–A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*–A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*–The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*–The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*–The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*–The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*–The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

(b) The terms construction," 4; prosecution," @'completion," or repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the Unites States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directive or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving 44 wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentality's of the United States and of the District of Columbia, including corporations. all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentality's.

(29 FR 97, Jan. 4, 1964, as amended at 33 FR 32575, Nov. 27, 1973)

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer of employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form @ 348, "Statement of Compliance," or on an identical form on the back of @ 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of @ 347 and @ 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4, 19(A, as ==tied at 33 F.R. 10186, July 17,1968)

Copeland Act Regulations

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or

Title 29 - LABOR

Subtitle A - Office of the Secretary of Labor

PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

3.1 Purpose and scope
3.2 Definitions
3.3 Weekly statement with respect to payment of wages
3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
3.7 Applications for the approval of the Secretary of Labor
3.8 Action by the Secretary of Labor upon applications.
3.9 Prohibited payroll deductions.
3.10 Methods of payment of wages.
3.11 Regulations part of contract.

AUTHORITY: The provisions of this Part 3 issued under R.S. 16 1, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all @s, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials,

articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

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.

REIM CONSTRUCTION, INC.
9612 STEWART
MISSION, TX 78573

LIST OF PROJECTS IN PROGRESS:

Name	Date of Contract:	Contract Amount:	% Completed:	Owner:
Laredo City Connections	February 2014	$5,080,000.00	57%	City of Laredo
Veleno Road Improvements	April 2014	$ 891,123.00	52%	Zapata County
Four Seasons Subdivision	August 2014	$2,089,032.00	8%	Zapata County
Ebony Ave. Street Improvements	March 2013	$5,040,000.00	30%	City of Roma
Laredo Airport Phase 8 & 9	September 2014	$4,910,235.00	5%	City of Laredo
Curb Ramps Repairs	May 2014	$1,657,335.00	33%	TXDOT

CITY OFLAREDO
ENGINEERING DEPT.
(956) 791-7346

-Rogelio Rivera
City Engineer
-Alejandro Labrada
Project Engineer

CITY OF McALLEN
ENGINEERING DEPT.
(956) 681-1150

-Mario Cruz
Project Engineer
-Jeremy Santoscoy
Project Engineer

CITY OF ROMA
CITY HALL
(956) 849-1411

-Crisanto Salinas
City Manager

ZAPATA COUNTY
PROJECT OFFICE
(956) 765-9939

-Mario Gonzalez-Davis

REIM CONSTRUCTION, INC.
)612 STEWART
MISSION, TX 78573
.IST OF COMPLETED PROJECTS:

Name	Date Completed:	Contract Amount:	Owner:
Minnesota Rd. W "I" Rd. Paving	March 2013	$ 132,700.00	Hidalgo County
Val-Bar Subdivision	March 2013	$ 105,118.00	Hidalgo County
Itilities Relocations Bus 83	July 2013	$ 614,993.00	City of Mercedes
McAllen-Hidalgo Inter. Bridge	February 2013	$ 917,718.00	City of McAllen
l Cenizo Flood & Drainage	February 2013	$ 350,012.00	City of El Cenizo
alcon Mesa, Zapata County	December 2012	$ 391,399.00	Zapata County
anal Street Drainage	December 2012	$ 720,454.00	City of Laredo
aredo International Airport Phase 6	December 2012	$5,095,006.00	City of Laredo
eñitas West	November 2012	$1,604,555.00	Webb County
6th & Sycamore and Bicentennial	September 2012	$3,073,787.00	City of McAllen
arious Sidewalks/School Zones	September 2012	$ 786,995.00	TXDOT
alley International Airport Aircraft	April 2012	$ 303,976.00	City of Harlingen
.)TXDOT Mile 2 Widening	December 2011	$5,443,644.00	TXDOT
irport Truck Rout Thomas Ave.	December 2011	$ 452,939.00	City of Laredo
ood and Drainage Improvements	November 2011	$ 343,564.00	City of El Cenizo
olana Blueline Bridge	November 2011	$1,204,644.00	City of McAllen
ty of Laredo Unitec Industrial Park	April 2011	$3,452,233.00	City of Laredo
:hens Road	February 2011	$ 544,818.00	Starr County
ty of Laredo Airport Phase 6	January 2011	$1,986,467.00	City of Laredo
nitec 12" Waterline	January 2011	$ 444,125.00	City of Laredo
ty of Roma Escandon Street	January 2011	$ 102,213.00	City of Roma
:dernal Road Drainage	November 2010	$ 248,843.00	Zapata County
)San Ygnacio Street Improvements	November 2010	$2,724,922.00	Zapata County
adway Infrastructure	August 2010	$ 294,780.00	City of Roma
rder Colonia Pct.2	April 2010	$ 379,737.75	Starr County
09 EDAP Sanitary Sewer Improvements	May 2010	$ 872,276.80	City of Alton
ɔ Grande Intake Structure	June 2009	$1,371,393.00	Webb County
Calton Rd. Improvements	June 2009	$1,126,413.00	City of Laredo
ther McNaboe Park	June 2009	$ 687,416.00	City of Laredo
xas/Piedra China Phase III	June 2009	$ 593,825.00	City of Laredo
la Track	June 2009	$ 188,330.00	Webb County
:DD#1 Segment 4-A	June 2009	$ 593,825.00	Hidalgo County
:DD#1 Segment 6	January 2009	$1,977,065.00	Hidalgo County
:DD#1 Segment 7	December 2008	$2,833,525.00	Hidalgo County
lcon Lake Street Improvements	November 2008	$ 840,406.56	Zapata County
·edo International Airport Taxilane	August 2008	$3,556,604.33	City of Laredo
xas/Piedra China Improvements Phase II	May 2008	$ 390,491.27	City of Laredo
stol Rd. Drainage/Culvert Improvements	April 2008	$ 446,747.00	City of Laredo
Vinson Ave. Street Improvements	December 2007	$1,688,026.26	City of Harlingen
e/35th Ave. Pavements Improvements	November 2007	$ 341,277.45	City of McAllen
irr County Pct. No.2	September 2007	$ 632,516.34	Starr County

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. . Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION .

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

Technical Specifications

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 15-inch HDPE; 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 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 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 EXECUTION - Not Used

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 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 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

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 104	REMOVING CONCRETE
ITEM 110	EXCAVATION
ITEM 112	SUBGRADE WIDENING
ITEM 132	EMBANKMENT
ITEM 164	SEEDING FOR EROSION CONTROL
ITEM 166	FERTILIZER
ITEM 168	VEGETATIVE WATERING
ITEM 247	FLEXIBLE BASE
ITEM 251	REWORKING BASE COURSES
ITEM 260	LIME TREATMENT (ROAD-MIXED)
ITEM 305	SALVAGING, HAULING, AND STOCKPILING RECLAIMABLE ASPHALT PAVEMENT
ITEM 310	PRIME COAT
ITEM 341	DENSE-GRADED HOT-MIX ASPHALT
ITEM 360	CONCRETE PAVEMENT
ITEM 432	RIPRAP
ITEM 464	REINFORCED CONCRETE PIPE
ITEM 500	PREPARING ROW
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 506	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS
ITEM 529	CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER
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 104
Removing Concrete

1. DESCRIPTION

Break, remove, and salvage or dispose of existing hydraulic cement concrete.

2. CONSTRUCTION

Remove existing hydraulic cement concrete from locations shown on the plans. Avoid damaging concrete that will remain in place. Saw-cut and remove the existing concrete to neat lines. Replace any concrete damaged by the Contractor at no expense to the Department. Accept ownership and properly dispose of broken concrete in accordance with federal, state, and local regulations unless otherwise shown on the plans.

3. MEASUREMENT

Removing concrete pavement, floors, porches, patios, riprap, medians, foundations, sidewalks, driveways, and other appurtenances will be measured by the square yard (regardless of thickness) or by the cubic yard of calculated volume, in its original position.

Removing curb, curb and gutter, and concrete traffic barrier will be measured by the foot in its original position. The removal of monolithic concrete curb or dowelled concrete curb will be included in the concrete pavement measurement.

Removing retaining walls will be measured by the square yard along the front face from the top of the wall to the top of the footing.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

4. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Removing Concrete" of the type specified. This price is full compensation for breaking the concrete; loading, hauling, and salvaging or disposing of the material; and equipment, labor, tools, and incidentals.

Removing retaining wall footings will not be paid for directly but will be considered subsidiary to this Item.

Item 110
Excavation

1. DESCRIPTION

Excavate areas as shown on the plans or as directed. Remove materials encountered to the lines, grades, and typical sections shown on the plans and cross-sections.

2. CONSTRUCTION

Accept ownership of unsuitable or excess material and dispose of material in accordance with local, state, and federal regulations at locations outside the right of way.

Maintain drainage in the excavated area to avoid damage to the roadway section. Correct any damage to the subgrade caused by weather at no additional cost to the Department.

Shape slopes to avoid loosening material below or outside the proposed grades. Remove and dispose of slides as directed.

2.1. **Rock Cuts.** Excavate to finish subgrade. Manipulate and compact subgrade in accordance with Section 132.3.4., "Compaction Methods," unless excavation is to clean homogenous rock at finish subgrade elevation. Use approved embankment material compacted in accordance with Section 132.3.4., "Compaction Methods," to replace undercut material at no additional cost if excavation extends below finish subgrade.

2.2. **Earth Cuts.** Excavate to finish subgrade. Scarify subgrade to a uniform depth at least 6 in. below finish subgrade elevation in areas where base or pavement structure will be placed on subgrade. Manipulate and compact subgrade in accordance with Section 132.3.4., "Compaction Methods."

Take corrective measures as directed if unsuitable material is encountered below subgrade elevations.

2.3. **Subgrade Tolerances.** Excavate to within 1/2 in. in cross-section and 1/2 in. in 16 ft. measured longitudinally for turnkey construction. Excavate to within 0.1 ft. in cross-section and 0.1 ft. in 16 ft. measured longitudinally for staged construction.

3. MEASUREMENT

This Item will be measured by the cubic yard in its original position as computed by the method of average end areas.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Limits of measurement for excavation in retaining wall areas will be as shown on the plans.

Shrinkage or swelling factors will not be considered in determining the calculated quantities.

4. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Roadway)," "Excavation (Channel),"

"Excavation (Special)," or "Excavation (Roadway and Channel)." This price is full compensation for authorized excavation; drying; undercutting subgrade and reworking or replacing the undercut material in rock cuts; hauling; disposal of material not used elsewhere on the project; scarification and compaction; and equipment, labor, materials, tools, and incidentals.

Drying required deeper than 6 in. below subgrade elevation will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method." Excavation and replacement of unsuitable material below subgrade elevations will be performed and paid for in accordance with the applicable bid items. However, if Item 132, "Embankment," is not included in the Contract, payment for replacement of unsuitable material will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

When a slide not due to the Contractor's negligence or operation occurs, payments for removal and disposal of the slide material will be in accordance with Article 9.7., "Payment for Extra Work and Force Account Method." Excavation in backfill areas of retaining walls will not be measured or paid for directly but will be subsidiary to pertinent Items.

Item 112
Subgrade Widening

1. DESCRIPTION

Widen the existing subgrade in accordance with the typical sections.

2. MATERIALS

Furnish water in accordance with Article 204.2., "Materials."

3. CONSTRUCTION

3.1. **Preparation of Embankment.** Scarify to a depth of at least 6 in. into existing adjacent embankment slopes before fill is placed.

3.2. **Pavement Structure Removal.** Remove material along the edge of the existing pavement. Provide a smooth vertical cut unless otherwise shown on the plans. Conform to the typical sections for the limits of removal unless directed otherwise. Accept ownership of excess material not used in the construction of the subgrade widening. Dispose of excess material in accordance with federal, state, and local regulations.

3.3. **Widening.** Remove material in cut sections, and move to fill sections within the project. Use material from cut sections for embankment. Place the material in fill sections in successive lifts to the line and grades shown on the typical sections. Provide additional embankment in accordance with the applicable bid item or Article 9.7., "Payment for Extra Work and Force Account Method," if all excavation has been performed and additional embankment is required to complete the work.

3.4. **Compaction.** Compact the widened subgrade in accordance with Article 132.3., "Construction."

4. MEASUREMENT

This Item will be measured by the 100-ft. station along the baseline of each roadbed.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

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 "Subgrade Widening (Ordinary Compaction)" or "Subgrade Widening (Density Control)." This price is full compensation for excavation; hauling of embankment material from cuts to fills; finishing of the subgrade widening; hauling and disposing of excess excavated material; furnishing and operating equipment; scarifying; shaping; and labor, fuel, materials, tools, and incidentals.

No payment will be made for thickness or width exceeding that shown on the typical sections. "Sprinkling" and "Rolling" will not be paid for directly but will be considered subsidiary to this Item.

Corrections of unstable areas in the widened subgrade will be at the Contractor's expense. In a cut section, work involved in removing and replacing unsuitable material encountered below the finished subgrade will be

paid for as specified under Item 110, "Excavation," when included; otherwise it will be paid for under Article 9.7., "Payment for Extra Work and Force Account Method."

Item 132
Embankment

1. DESCRIPTION

Furnish, place, and compact materials for construction of roadways, embankments, levees, dikes, or any designated section of the roadway where additional material is required.

2. MATERIALS

Furnish approved material capable of forming a stable embankment from required excavation in the areas shown on the plans or from sources outside the right of way. Provide one or more of the following types as shown on the plans:

- **Type A.** Granular material that is free from vegetation or other objectionable material and meets the requirements of Table 1.

Table 1
Testing Requirements

Property	Test Method	Specification Limit
Liquid limit	Tex-104-E	≤ 45
Plasticity index (PI)	Tex-106-E	≤ 15
Bar linear shrinkage	Tex-107-E	≥ 2

Perform the Linear Shrinkage test only as indicated in Tex-104-E.

- **Type B.** Materials such as rock, loam, clay, or other approved materials.
- **Type C.** Material meeting the specification requirements shown on the plans. Type C may be further designated as Type C1, C2, etc.
- **Type D.** Material from required excavation areas shown on the plans.

Meet the requirements of the pertinent retaining wall Items for retaining wall backfill material.

3. CONSTRUCTION

Meet the requirements of Item 7, "Legal Relations and Responsibilities," when off right of way sources are used. Notify the Engineer before opening a material source to allow for required testing. Complete preparation of the right of way in accordance with Item 100, "Preparing Right of Way," for areas to receive embankment.

Backfill tree-stump holes or other minor excavations with approved material and tamp. Restore the ground surface, including any material disked loose or washed out, to its original slope. Compact the ground surface by sprinkling in accordance with Item 204, "Sprinkling," and by rolling using equipment complying with Item 210, "Rolling," when directed.

Scarify and loosen the unpaved surface areas, except rock, to a depth of at least 6 in. unless otherwise shown on the plans. Bench slopes before placing material. Begin placement of material at the toe of slopes. Do not place trees, stumps, roots, vegetation, or other objectionable material in the embankment. Simultaneously recompact scarified material with the placed embankment material. Do not exceed the layer depth specified in Section 132.3.4., "Compaction Methods."

Construct embankments to the grade and sections shown on the plans. Construct the embankment in layers approximately parallel to the finished grade for the full width of the individual roadway cross-sections unless

otherwise shown on the plans. Ensure that each section of the embankment conforms to the detailed sections or slopes. Maintain the finished section, density, and grade until the project is accepted.

3.1. **Earth Embankments.** Earth embankment is mainly composed of material other than rock. Construct embankments in successive layers, evenly distributing materials in lengths suited for sprinkling and rolling.

Treat material with calcium-based additives in accordance with Section 260.2.3., "Flexible Base," when required. Obtain approval to incorporate rock and broken concrete produced by the construction project in the lower layers of the embankment. Place the rock and concrete outside the limits of the completed roadbed when the size of approved rock or broken concrete exceeds the layer thickness requirements in Section 132.3.4., "Compaction Methods." Cut and remove all exposed reinforcing steel from the broken concrete.

Move the material dumped in piles or windrows by blading or by similar methods and incorporate it into uniform layers. Featheredge or mix abutting layers of dissimilar material for at least 100 ft. to ensure there are no abrupt changes in the material. Break down clods or lumps of material and mix embankment until a uniform material is attained.

Apply water free of industrial wastes and other objectionable matter to achieve the uniform moisture content specified for compaction.

Roll and sprinkle each embankment layer in accordance with Section 132.3.4.1., "Ordinary Compaction," when ordinary compaction is specified. Compact the layer to the required density in accordance with Section 132.3.4.2., "Density Control," when density control is specified.

3.2. **Rock Embankments.** Rock embankment is mainly composed of rock. Construct rock embankments in successive layers for the full width of the roadway cross-section with a depth of 18 in. or less. Increase the layer depth for large rock sizes as approved. Do not exceed a depth of 2-1/2 ft. in any case. Fill voids created by the large stone matrix with smaller stones during the placement and filling operations.

Ensure the depth of the embankment layer is greater than the maximum dimension of any rock. Do not place rock greater than 2 ft. in its maximum dimension, unless otherwise approved. Construct the final layer with graded material so that the density and uniformity is in accordance with Section 132.3.4., "Compaction Methods." Break up exposed oversized material as approved.

Roll and sprinkle each embankment layer in accordance with Section 132.3.4.1., "Ordinary Compaction," when ordinary compaction is specified. Compact each layer to the required density in accordance with Section 132.3.4.2., "Density Control," when density control is specified. Proof-roll each rock layer as directed, where density testing is not possible, in accordance with Item 216, "Proof Rolling," to ensure proper compaction.

3.3. **Embankments Adjacent to Culverts and Bridges.** Compact embankments adjacent to culverts and bridges in accordance with Item 400, "Excavation and Backfill for Structures."

3.4. **Compaction Methods.** Begin rolling longitudinally at the sides and proceed toward the center, overlapping on successive trips by at least 1/2 the width of the roller. Begin rolling at the lower side and progress toward the high side on super elevated curves. Alternate roller trips to attain slightly different lengths. Compact embankments in accordance with Section 132.4.1., "Ordinary Compaction," or Section 132.3.4.2., "Density Control," as shown on the plans.

3.4.1. **Ordinary Compaction.** Use approved rolling equipment complying with Item 210, "Rolling," to compact each layer. Use specific equipment when required by the plans or the Engineer. Do not allow the loose depth of any layer to exceed 8 in., unless otherwise approved. Bring each layer to the moisture content directed before and during rolling operations. Compact each layer until there is no evidence of further consolidation. Maintain a level layer to ensure uniform compaction. Recompact and refinish the subgrade at no additional expense to the Department if the required stability or finish is lost for any reason.

3.4.2. **Density Control.** Compact each layer to the required density using equipment complying with Item 210, "Rolling." Determine the maximum lift thickness based on the ability of the compacting operation and equipment to meet the required density. Do not exceed layer thickness of 16 in. loose or 12 in. compacted material unless otherwise approved. Maintain a level layer to ensure uniform compaction.

The Engineer will use Tex-114-E to determine the maximum dry density (D_a) and optimum moisture content (W_{opt}). Meet the requirements for field density and moisture content in Table 2 unless otherwise shown on the plans.

Table 2
Field Density Control Requirements

Description	Density	Moisture Content
	Tex-115-E	
PI ≤ 15	≥ 98% D_a	
15 < PI ≤ 35	≥ 98% D_a and ≤ 102% D_a	≥ W_{opt}
PI > 35	≥ 95% D_a and ≤ 100% D_a	≥ W_{opt}

Each layer is subject to testing by the Engineer for density and moisture content. During compaction, the moisture content of the soil should not exceed the value shown on the moisture-density curve, above optimum, required to achieve:

- 98% dry density for soils with a PI greater than 15 but less than or equal to 35 or
- 95% dry density for soils with PI greater than 35.

Remove small areas of the layer to allow for density tests as required. Replace the removed material and recompact at no additional expense to the Department. Proof-roll in accordance with Item 216, "Proof Rolling," when shown on the plans or as directed. Correct soft spots as directed.

3.5. **Maintenance of Moisture and Reworking.** Maintain the density and moisture content once all requirements in Table 2 are met. Maintain the moisture content no lower than 4% below optimum for soils with a PI greater than 15. Rework the material to obtain the specified compaction when the material loses the required stability, density, moisture, or finish. Alter the compaction methods and procedures on subsequent work to obtain specified density as directed.

3.6. **Acceptance Criteria.**

3.6.1. **Grade Tolerances.**

3.6.1.1. **Staged Construction.** Grade to within 0.1 ft. in the cross-section and 0.1 ft. in 16 ft. measured longitudinally.

3.6.1.2. **Turnkey Construction.** Grade to within 1/2 in. in the cross-section and 1/2 in. in 16 ft. measured longitudinally.

3.6.2. **Gradation Tolerances.** Ensure no more than 1 of the 5 most recent gradation tests is outside the specified limits on any individual sieve by more than 5% when gradation requirements are shown on the plans.

3.6.3. **Density Tolerances.** Ensure no more than 1 of the 5 most recent density tests for compaction work is outside the specified density limits, and no test is outside the limits by more than 3 pcf.

3.6.4. **Plasticity Tolerances.** Ensure no more than 1 of the 5 most recent PI tests for material is outside the specified limit by more than 2 points.

4. MEASUREMENT

Embankment will be measured by the cubic yard. Measurement will be further defined for payment as follows:

4.1. **Final.** The cubic yard will be measured in its final position using the average end area method. The volume is computed between the original ground surface or the surface upon which the embankment is to be constructed and the lines, grades, and slopes of the embankment. In areas of salvaged topsoil, payment for embankment will be made in accordance with Item 160, "Topsoil." Shrinkage or swell factors will not be considered in determining the calculated quantities.

4.2. **Original.** The cubic yard will be measured in its original and natural position using the average end area method.

4.3. **Vehicle.** The cubic yard will be measured in vehicles at the point of delivery.

When measured by the cubic yard in its final position, this is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Shrinkage or swell factors are the Contractor's responsibility. When shown on the plans, factors are for informational purposes only.

Measurement of retaining wall backfill in embankment areas is paid for as embankment unless otherwise shown on the plans. Limits of measurement for embankment in retaining wall areas are shown on the plans.

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 "Embankment (Final)," "Embankment (Original)," or "Embankment (Vehicle)" of the compaction method and type specified. This price is full compensation for furnishing embankment; hauling; placing, compacting, finishing, and reworking; disposal of waste material; and equipment, labor, tools, and incidentals.

When proof rolling is directed, it will be paid for in accordance with Item 216, "Proof Rolling."

All sprinkling and rolling, except proof rolling, will not be paid for directly but will be considered subsidiary to this Item, unless otherwise shown on the plans.

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade will be paid in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

Item 164
Seeding for Erosion Control

1. DESCRIPTION

Provide and install temporary or permanent seeding for erosion control as shown on the plans or as directed.

2. MATERIALS

2.1. **Seed.** Provide seed from the previous season's crop meeting the requirements of the Texas Seed Law, including the testing and labeling for pure live seed (PLS = Purity × Germination). Furnish seed of the designated species, in labeled unopened bags or containers to the Engineer before planting. Use within 12 mo. from the date of the analysis. When Buffalograss is specified, use seed that is treated with KNO_3 (potassium nitrate) to overcome dormancy.

Use Tables 1–4 to determine the appropriate seed mix and rates as specified on the plans. If a plant species is not available by the producers, the other plant species in the recommended seed mixture will be increased proportionally by the PLS/acre of the missing plant species.

Table 1
Permanent Rural Seed Mix

District and Planting Dates	Clay Soils Species and Rates (lb. PLS/acre)		Sandy Soils Species and Rates (lb. PLS/acre)	
1 (Paris) Feb. 1–May 15	Green Sprangletop Sideoats Grama (Haskell) Bermudagrass Little Bluestem (Native) Illinois Bundleflower	0.3 3.2 1.8 1.7 1.0	Green Sprangletop Bermudagrass Bahiagrass (Pensacola) Sand Lovegrass Weeping Lovegrass (Ermelo) Partridge Pea	0.3 1.5 6.0 0.6 0.8 1.0
2 (Ft. Worth) Feb. 1–May 15	Green Sprangletop (Van Horn) Sideoats Grama (Haskell) Texas Grama (Atascosa) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Little Bluestem (OK Select) Purple Prairie Clover (Cuero) Engelmann Daisy (Eldorado) Illinois Bundleflower Awnless Bushsunflower (Plateau)	1.0 1.0 1.0 0.4 0.2 0.8 0.6 0.75 1.3 0.2	Green Sprangletop (Van Horn) Hooded Windmillgrass (Mariah) Shortspike Windmillgrass (Welder) Hairy Grama (Chaparral) Slender Grama (Dilley) Sand Lovegrass (Mason) Sand Dropseed (Borden County) Partridge Pea (Comanche) Little Bluestem (OK Select) Englemann Daisy (Eldorado) Purple Prairie Clover	1.0 0.2 0.2 0.4 1.0 0.2 0.2 0.6 0.8 0.75 0.3
3 (Wichita Falls) Feb. 1–May 15	Green Sprangletop (Van Horn) Sideoats Grama (Haskell) Texas Grama (Atascosa) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Little Bluestem (OK Select) Blue Grama (Hachita) Western Wheatgrass (Barton) Galleta Grass (Viva) Engelmann Daisy (Eldorado) Awnless Bushsunflower (Plateau)	0.6 1.0 1.0 0.4 0.2 0.8 0.4 1.2 0.6 0.75 0.2	Green Sprangletop (Van Horn) Hooded Windmillgrass (Mariah) Shortspike Windmillgrass (Welder) Hairy Grama (Chaparral) Sand Lovegrass (Mason) Sand Dropseed (Borden County) Partridge Pea (Comanche) Little Bluestem (OK Select) Englemann Daisy (Eldorado) Purple Prairie Clover (Cuero)	1.0 0.2 0.2 0.4 0.2 0.2 0.6 0.8 0.75 0.3
4 (Amarillo) Feb. 15–May 15	Green Sprangletop Sideoats Grama (Haskell) Blue Grama (Hachita) Buffalograss (Texoka) Illinois Bundleflower	0.3 3.6 1.2 1.6 1.0	Green Sprangletop Weeping Lovegrass (Ermelo) Blue Grama (Hachita) Sand Dropseed (Borden Co.) Sand Bluestem Purple Prairie Clover	0.3 0.8 1.0 0.3 1.8 0.5

Table 1 (continued)

Permanent Rural Seed Mix

District and Planting Dates	Clay Soils Species and Rates (lb. PLS/acre)		Sandy Soils Species and Rates (lb. PLS/acre)	
5 (Lubbock) Feb. 15–May 15	Green Sprangletop Sideoats Grama (El Reno) Blue Grama (Hachita) Buffalograss (Texoka) Illinois Bundleflower	0.3 3.6 1.2 1.6 1.0	Green Sprangletop Weeping Lovegrass (Ermelo) Blue Grama (Hachita) Sand Dropseed (Borden Co.) Sand Bluestem Purple Prairie Clover	0.3 0.8 1.0 0.3 1.8 0.5
6 (Odessa) Feb. 1–May 15	Green Sprangletop (Van Horn) Sideoats Grama (South Texas) Blue Grama (Hachita) Galleta Grass (Viva) Shortspike Windmillgrass (Welder) Pink Pappusgrass (Maverick) Alkali Sacaton (Saltalk) Plains Bristlegrass (Catarina Blend) False Rhodes Grass (Kinney) Whiplash Pappusgrass (Webb) Arizona Cottontop (La Salle)	1.0 1.0 0.4 0.6 0.2 0.6 0.2 0.2 0.1 0.6 0.2	Green Sprangletop (Van Horn) Hooded Windmillgrass (Mariah) Blue Grama (Hachita) Hairy Grama (Chaparral) Sand Lovegrass (Mason) Sand Dropseed (Borden County) Indian Ricegrass (Rim Rock) Sand Bluestem (Cottle County) Little Bluestem (Pastura) Purple Prairie Clover (Cuero)	1.0 0.2 0.4 0.4 0.2 0.2 1.6 1.2 0.8 0.3
7 (San Angelo) Feb. 1–May 1	Green Sprangletop (Van Horn) Sideoats Grama (Haskell) Texas Grama (Atascosa) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Little Bluestem (OK Select) Blue Grama (Hachita) Western Wheatgrass (Barton) Galleta Grass (Viva) Engelmann Daisy (Eldorado) Illinois Bundleflower (Sabine)	1.0 1.0 1.0 0.4 0.2 0.4 0.4 1.2 0.6 0.75 1.0	Green Sprangletop (Van Horn) Hooded Windmillgrass (Mariah) Shortspike Windmillgrass (Welder) Hairy Grama (Chaparral) Sand Lovegrass (Mason) Sand Dropseed (Borden County) Sand Bluestem (Cottle County) Partridge Pea (Comanche) Little Bluestem (OK Select) Englemann Daisy (Eldorado) Purple Prairie Clover (Cuero)	1.0 0.2 0.2 0.4 0.2 0.2 1.2 0.6 0.8 0.75 0.3
8 (Abilene) Feb. 1–May 15	Green Sprangletop (Van Horn) Sideoats Grama (Haskell) Texas Grama (Atascosa) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Little Bluestem (OK Select) Blue Grama (Hachita) Western Wheatgrass (Barton) Galleta Grass (Viva) Engelmann Daisy (Eldorado) Illinois Bundleflower (Sabine)	1.0 1.0 1.0 0.4 0.2 0.4 0.4 1.2 0.6 0.75 1.0	Green Sprangletop (Van Horn) Hooded Windmillgrass (Mariah) Shortspike Windmillgrass (Welder) Hairy Grama (Chaparral) Sand Lovegrass (Mason) Sand Dropseed (Borden County) Sand Bluestem (Cottle County) Partridge Pea (Comanche) Little Bluestem (OK Select) Englemann Daisy (Eldorado) Purple Prairie Clover (Cuero)	1.0 0.2 0.2 0.4 0.2 0.2 1.2 0.6 0.8 0.75 0.3
9 (Waco) Feb. 1–May 15	Green Sprangletop (Van Horn) Sideoats Grama (Haskell) Texas Grama (Atascosa) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Little Bluestem (OK Select) Purple Prairie Clover (Cuero) Engelmann Daisy (Eldorado) Illinois Bundleflower Awnless Bushsunflower (Plateau)	1.0 1.0 1.0 0.4 0.2 0.8 0.6 0.75 1.3 0.2	Green Sprangletop (Van Horn) Hooded Windmillgrass (Mariah) Shortspike Windmillgrass (Welder) Hairy Grama (Chaparral) Slender Grama (Dilley) Sand Lovegrass (Mason) Sand Dropseed (Borden County) Partridge Pea (Comanche) Little Bluestem (OK Select) Englemann Daisy (Eldorado) Purple Prairie Clover	1.0 0.2 0.2 0.4 1.0 0.2 0.2 0.6 0.8 0.75 0.3
10 (Tyler) Feb. 1–May 15	Green Sprangletop Bermudagrass Bahiagrass (Pensacola) Sideoats Grama (Haskell) Illinois Bundleflower	0.3 1.8 9.0 2.7 1.0	Green Sprangletop Bermudagrass Bahiagrass (Pensacola) Weeping Lovegrass (Ermelo) Sand Lovegrass Lance-Leaf Coreopsis	0.3 1.8 9.0 0.5 0.5 1.0
11 (Lufkin) Feb. 1–May 15	Green Sprangletop Bermudagrass Bahiagrass (Pensacola) Sideoats Grama (Haskell) Illinois Bundleflower	0.3 1.8 9.0 2.7 1.0	Green Sprangletop Bermudagrass Bahiagrass (Pensacola) Sand Lovegrass Lance-Leaf Coreopsis	0.3 2.1 9.0 0.5 1.0

Table 1 (continued)

Permanent Rural Seed Mix

District and Planting Dates	Clay Soils Species and Rates (lb. PLS/acre)		Sandy Soils Species and Rates (lb. PLS/acre)	
12 (Houston) Jan. 15–May 15	Green Sprangletop Bermudagrass Sideoats Grama (Haskell) Little Bluestem (Native) Illinois Bundleflower	0.3 2.1 3.2 1.4 1.0	Green Sprangletop Bermudagrass Bahiagrass (Pensacola) Weeping Lovegrass (Ermelo) Lance-Leaf Coreopsis	0.3 2.4 10.5 1.0 1.0
13 (Yoakum) Jan. 15–May 15	Green Sprangletop (Van Horn) Sideoats Grama (South Texas) Texas Grama (Atascosa) Slender Grama (Dilley) Shortspike Windmillgrass (Welder) Halls Panicum (Oso) Plains Bristlegrass (Catarina Blend) Canada Wildrye (Lavaca) Illinois Bundleflower (Sabine) Purple Prairie Clover (Cuero)	1.0 1.0 1.5 1.0 0.3 0.2 0.2 2.0 1.3 0.6	Green Sprangletop (Van Horn) Hooded Windmillgrass (Mariah) Slender Grama (Dilley) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Purple Prairie Clover (Cuero) Partridge Pea (Comanche) Englemann Daisy (Eldorado)	1.0 0.4 1.0 0.8 0.2 0.6 0.6 1.0
14 (Austin) Feb. 1–May 15	Green Sprangletop (Van Horn) Sideoats Grama (South Texas) Texas Grama (Atascosa) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Little Bluestem (OK Select) Purple Prairie Clover (Cuero) Engelmann Daisy (Eldorado) Illinois Bundleflower (Sabine) Awnless Bushsunflower (Plateau)	1.0 1.0 1.0 0.4 0.2 0.8 0.6 0.75 1.3 0.2	Green Sprangletop (Van Horn) Hooded Windmillgrass (Mariah) Shortspike Windmillgrass (Welder) Hairy Grama (Chaparral) Slender Grama (Dilley) Sand Lovegrass (Mason) Sand Dropseed (Borden County) Partridge Pea (Comanche) Little Bluestem (OK Select) Englemann Daisy (Eldorado) Purple Prairie Clover	1.0 0.2 0.2 0.4 1.0 0.2 0.2 0.6 0.8 0.75 0.3
15 (San Antonio) Feb. 1–May 1	Green Sprangletop (Van Horn) Sideoats Grama (South Texas) Texas Grama (Atascosa) Slender Grama (Dilley) Shortspike Windmillgrass (Welder) Pink Pappusgrass (Maverick) Halls Panicum (Oso) Plains Bristlegrass (Catarina Blend) False Rhodes Grass (Kinney) Hooded Windmillgrass (Mariah) Arizona Cottontop (La Salle)	1.0 1.0 1.0 1.0 0.2 0.6 0.2 0.2 0.1 0.2 0.2	Green Sprangletop (Van Horn) Slender Grama (Dilley) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Pink Pappusgrass (Maverick) Plains Bristlegrass (Catarina Blend) Hooded Windmillgrass (Mariah) Multi-flowered False Rhoades Grass (Hidalgo) Arizona Cottontop (La Salle)	1.0 2.0 0.6 0.4 0.6 0.2 0.3 0.1 0.2
16 (Corpus Christi) Jan. 1–May 1	Green Sprangletop (Van Horn) Sideoats Grama (South Texas) Texas Grama (Atascosa) Slender Grama (Dilley) Shortspike Windmillgrass (Welder) Pink Pappusgrass (Maverick) Halls Panicum (Oso) Plains Bristlegrass (Catarina Blend) False Rhodes Grass (Kinney) Hooded Windmillgrass (Mariah) Arizona Cottontop (La Salle)	1.0 1.0 1.0 1.0 0.2 0.6 0.2 0.2 0.1 0.2 0.2	Green Sprangletop (Van Horn) Slender Grama (Dilley) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Pink Pappusgrass (Maverick) Plains Bristlegrass (Catarina Blend) Hooded Windmillgrass (Mariah) Multi-flowered False Rhodes Grass (Hidalgo) Arizona Cottontop (La Salle)	1.0 2.0 0.6 0.4 0.6 0.2 0.3 0.1 0.2
17 (Bryan) Feb. 1–May 15	Green Sprangletop Bermudagrass Sideoats Grama (Haskell) Little Bluestem (Native) Illinois Bundleflower	0.3 1.5 3.6 1.7 1.0	Green Sprangletop Bermudagrass Bahiagrass (Pensacola) Weeping Lovegrass (Ermelo) Sand Lovegrass Lance-Leaf Coreopsis	0.3 1.5 7.5 0.6 0.6 1.0

Table 1 (continued)

Permanent Rural Seed Mix

District and Planting Dates	Clay Soils Species and Rates (lb. PLS/acre)		Sandy Soils Species and Rates (lb. PLS/acre)	
18 (Dallas) Feb. 1–May 15	Green Sprangletop (Van Horn) Sideoats Grama (Haskell) Texas Grama (Atascosa) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Little Bluestem (OK Select) Purple Prairie Clover (Cuero) Engelmann Daisy (Eldorado) Illinois Bundleflower Awnless Bushsunflower (Plateau)	1.0 1.0 1.0 0.4 0.2 0.8 0.6 0.75 1.3 0.2	Green Sprangletop (Van Horn) Hooded Windmillgrass (Mariah) Shortspike Windmillgrass (Welder) Hairy Grama (Chaparral) Slender Grama (Dilley) Sand Lovegrass (Mason) Sand Dropseed (Borden County) Partridge Pea (Comanche) Little Bluestem (OK Select) Englemann Daisy (Eldorado) Purple Prairie Clover	1.0 0.2 0.2 0.4 1.0 0.2 0.2 0.6 0.8 0.75 0.3
19 (Atlanta) Feb. 1–May 15	Green Sprangletop Bermudagrass Sideoats Grama (Haskell) Illinois Bundleflower	0.3 2.4 4.5 1.0	Green Sprangletop Bermudagrass Bahiagrass (Pensacola) Sand Lovegrass Lance-Leaf Coreopsis	0.3 2.1 7.5 0.6 1.0
20 (Beaumont) Jan. 15–May 15	Green Sprangletop Bermudagrass Sideoats Grama (Haskell) Illinois Bundleflower	0.3 2.7 4.1 1.0	Green Sprangletop Bermudagrass Bahiagrass (Pensacola) Sand Lovegrass Lance-Leaf Coreopsis	0.3 2.1 7.5 0.6 1.0
21 (Pharr) Jan. 15–May 15	Green Sprangletop (Van Horn) Sideoats Grama (South Texas) Texas Grama (Atascosa) Slender Grama (Dilley) Shortspike Windmillgrass (Welder) Pink Pappusgrass (Maverick) Halls Panicum (Oso) Plains Bristlegrass (Catarina Blend) False Rhodes Grass (Kinney) Hooded Windmillgrass (Mariah) Arizona Cottontop (La Salle)	1.0 1.0 1.0 1.0 0.2 0.6 0.2 0.2 0.1 0.2 0.2	Green Sprangletop (Van Horn) Slender Grama (Dilley) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Pink Pappusgrass (Maverick) Plains Bristlegrass (Catarina Blend) Hooded Windmillgrass (Mariah) Multi-flowered False Rhoades Grass (Hidalgo) Arizona Cottontop (La Salle)	1.0 2.0 0.6 0.4 0.6 0.2 0.3 0.1 0.2
22 (Laredo) Jan. 15–May 1	Green Sprangletop (Van Horn) Sideoats Grama (South Texas) Texas Grama (Atascosa) Slender Grama (Dilley) Shortspike Windmillgrass (Welder) Pink Pappusgrass (Maverick) Halls Panicum (Oso) Plains Bristlegrass (Catarina Blend) False Rhodes Grass (Kinney) Hooded Windmillgrass (Mariah) Arizona Cottontop (La Salle)	1.0 1.0 1.0 1.0 0.2 0.6 0.2 0.2 0.1 0.2 0.2	Green Sprangletop (Van Horn) Slender Grama (Dilley) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Pink Pappusgrass (Maverick) Plains Bristlegrass (Catarina Blend) Hooded Windmillgrass (Mariah) Multi-flowered False Rhoades Grass (Hidalgo) Arizona Cottontop (La Salle)	1.0 2.0 0.6 0.4 0.6 0.2 0.3 0.1 0.2
23 (Brownwood) Feb. 1–May 15	Green Sprangletop (Van Horn) Sideoats Grama (Haskell) Texas Grama (Atascosa) Hairy Grama (Chaparral) Shortspike Windmillgrass (Welder) Little Bluestem (OK Select) Blue Grama (Hachita) Western Wheatgrass (Barton) Galleta Grass (Viva) Engelmann Daisy (Eldorado) Awnless Bushsunflower (Plateau)	0.6 1.0 1.0 0.4 0.2 0.8 0.4 1.2 0.6 0.75 0.2	Green Sprangletop (Van Horn) Hooded Windmillgrass (Mariah) Shortspike Windmillgrass (Welder) Hairy Grama (Chaparral) Sand Lovegrass (Mason) Sand Dropseed (Borden County) Partridge Pea (Comanche) Little Bluestem (OK Select) Englemann Daisy (Eldorado) Purple Prairie Clover (Cuero)	1.0 0.2 0.2 0.4 0.2 0.2 0.6 0.8 0.75 0.3

Table 1 (continued)
Permanent Rural Seed Mix

District and Planting Dates	Clay Soils Species and Rates (lb. PLS/acre)		Sandy Soils Species and Rates (lb. PLS/acre)	
24 (El Paso)	Green Sprangletop (Van Horn)	1.0	Green Sprangletop (Van Horn)	1.0
Feb. 1–May 15	Sideoats Grama (South Texas)	1.0	Hooded Windmillgrass (Mariah)	0.2
	Blue Grama (Hachita)	0.4	Blue Grama (Hachita)	0.4
	Galleta Grass (Viva)	0.6	Hairy Grama (Chaparral)	0.4
	Shortspike Windmillgrass (Welder)	0.2	Sand Lovegrass (Mason)	0.2
	Pink Pappusgrass (Maverick)	0.6	Sand Dropseed (Borden County)	0.2
	Alkali Sacaton (Saltalk)	0.2	Indian Ricegrass (Rim Rock)	1.6
	Plains Bristlegrass (Catarina Blend)	0.2	Sand Bluestem (Cottle County)	1.2
	False Rhodes Grass (Kinney)	0.1	Little Bluestem (Pastura)	0.8
	Whiplash Pappusgrass (Webb)	0.6	Purple Prairie Clover (Cuero)	0.3
	Arizona Cottontop (La Salle)	0.2		
25 (Childress)	Green Sprangletop	0.3	Green Sprangletop	0.3
Feb. 1–May 15	Sideoats Grama (El Reno)	2.7	Weeping Lovegrass (Ermelo)	1.2
	Blue Grama (Hachita)	0.9	Sand Dropseed (Borden Co.)	0.5
	Western Wheatgrass	2.1	Sand Lovegrass	0.8
	Galleta	1.6	Purple Prairie Clover	0.5
	Illinois Bundleflower	1.0		

Table 2
Permanent Urban Seed Mix

District and Planting Dates	Clay Soils Species and Rates (lb. PLS/acre)		Sandy Soils Species and Rates (lb. PLS/acre)	
1 (Paris)	Green Sprangletop	0.3	Green Sprangletop	0.3
Feb. 1–May 15	Bermudagrass	2.4	Bermudagrass	5.4
	Sideoats Grama (Haskell)	4.5		
2 (Ft. Worth)	Green Sprangletop	0.3	Green Sprangletop	0.3
Feb. 1–May 15	Sideoats Grama (El Reno)	3.6	Sideoats Grama (El Reno)	3.6
	Bermudagrass	2.4	Bermudagrass	2.1
	Buffalograss (Texoka)	1.6	Sand Dropseed (Borden Co.)	0.3
3 (Wichita Falls)	Green Sprangletop	0.3	Green Sprangletop	0.3
Feb. 1–May 15	Sideoats Grama (El Reno)	4.5	Sideoats Grama (El Reno)	3.6
	Bermudagrass	1.8	Bermudagrass	1.8
	Buffalograss (Texoka)	1.6	Sand Dropseed (Borden Co.)	0.4
4 (Amarillo)	Green Sprangletop	0.3	Green Sprangletop	0.3
Feb. 15–May 15	Sideoats Grama (El Reno)	3.6	Sideoats Grama (El Reno)	2.7
	Blue Grama (Hachita)	1.2	Blue Grama (Hachita)	0.9
	Buffalograss (Texoka)	1.6	Sand Dropseed (Borden Co.)	0.4
			Buffalograss (Texoka)	1.6
5 (Lubbock)	Green Sprangletop	0.3	Green Sprangletop	0.3
Feb. 15–May 15	Sideoats Grama (El Reno)	3.6	Sideoats Grama (El Reno)	2.7
	Blue Grama (Hachita)	1.2	Blue Grama (Hachita)	0.9
	Buffalograss (Texoka)	1.6	Sand Dropseed (Borden Co.)	0.4
			Buffalograss (Texoka)	1.6
6 (Odessa)	Green Sprangletop	0.3	Green Sprangletop	0.3
Feb. 1–May 15	Sideoats Grama (Haskell)	3.6	Sideoats Grama (Haskell)	2.7
	Blue Grama (Hachita)	1.2	Sand Dropseed (Borden Co.)	0.4
	Buffalograss (Texoka)	1.6	Blue Grama (Hachita)	0.9
			Buffalograss (Texoka)	1.6
7 (San Angelo)	Green Sprangletop	0.3	Green Sprangletop	0.3
Feb. 1–May 1	Sideoats Grama (Haskell)	7.2	Sideoats Grama (Haskell)	3.2
	Buffalograss (Texoka)	1.6	Sand Dropseed (Borden Co.)	0.3
			Blue Grama (Hachita)	0.9
			Buffalograss (Texoka)	1.6
8 (Abilene)	Green Sprangletop	0.3	Green Sprangletop	0.3
Feb. 1–May 15	Sideoats Grama (Haskell)	3.6	Sand Dropseed (Borden Co.)	0.3
	Blue Grama (Hachita)	1.2	Sideoats Grama (Haskell)	3.6
	Buffalograss (Texoka)	1.6	Blue Grama (Hachita)	0.8
			Buffalograss (Texoka)	1.6

Table 2 (continued)
Permanent Urban Seed Mix

District and Planting Dates	Clay Soils Species and Rates (lb. PLS/acre)		Sandy Soils Species and Rates (lb. PLS/acre)	
9 (Waco)	Green Sprangletop	0.3	Green Sprangletop	0.3
Feb. 1–May 15	Bermudagrass	1.8	Buffalograss (Texoka)	1.6
	Buffalograss (Texoka)	1.6	Bermudagrass	3.6
	Sideoats Grama (Haskell)	4.5	Sand Dropseed (Borden Co.)	0.4
10 (Tyler)	Green Sprangletop	0.3	Green Sprangletop	0.3
Feb. 1–May 15	Bermudagrass	2.4	Bermudagrass	5.4
	Sideoats Grama (Haskell)	4.5		
11 (Lufkin)	Green Sprangletop	0.3	Green Sprangletop	0.3
Feb. 1–May 15	Bermudagrass	2.4	Bermudagrass	5.4
	Sideoats Grama (Haskell)	4.5		
12 (Houston)	Green Sprangletop	0.3	Green Sprangletop	0.3
Jan. 15–May 15	Sideoats Grama (Haskell)	4.5	Bermudagrass	5.4
	Bermudagrass	2.4		
13 (Yoakum)	Green Sprangletop	0.3	Green Sprangletop	0.3
Jan. 15–May 15	Sideoats Grama (South Texas)	4.5	Bermudagrass	5.4
	Bermudagrass	2.4		
14 (Austin)	Green Sprangletop	0.3	Green Sprangletop	0.3
Feb. 1–May 15	Bermudagrass	2.4	Bermudagrass	4.8
	Sideoats Grama (South Texas)	3.6	Buffalograss (Texoka)	1.6
	Buffalograss (Texoka)	1.6		
15 (San Antonio)	Green Sprangletop	0.3	Green Sprangletop	0.3
Feb. 1–May 1	Sideoats Grama (South Texas)	3.6	Bermudagrass	4.8
	Bermudagrass	2.4	Buffalograss (Texoka)	1.6
	Buffalograss (Texoka)	1.6		
16 (Corpus Christi)	Green Sprangletop	0.3	Green Sprangletop	0.3
Jan. 1–May 1	Sideoats Grama (South Texas)	3.6	Bermudagrass	4.8
	Bermudagrass	2.4	Buffalograss (Texoka)	1.6
	Buffalograss (Texoka)	1.6		
17 (Bryan)	Green Sprangletop	0.3	Green Sprangletop	0.3
Feb. 1–May 15	Bermudagrass	2.4	Bermudagrass	5.4
	Sideoats Grama (Haskell)	4.5		
18 (Dallas)	Green Sprangletop	0.3	Green Sprangletop	0.3
Feb. 1–May 15	Sideoats Grama (El Reno)	3.6	Buffalograss (Texoka)	1.6
	Buffalograss (Texoka)	1.6	Bermudagrass	3.6
	Bermudagrass	2.4	Sand Dropseed (Borden Co.)	0.4
19 (Atlanta)	Green Sprangletop	0.3	Green Sprangletop	0.3
Feb. 1–May 15	Bermudagrass	2.4	Bermudagrass	5.4
	Sideoats Grama (Haskell)	4.5		
20 (Beaumont)	Green Sprangletop	0.3	Green Sprangletop	0.3
Jan. 15–May 15	Bermudagrass	2.4	Bermudagrass	5.4
	Sideoats Grama (Haskell)	4.5		
21 (Pharr)	Green Sprangletop	0.3	Green Sprangletop	0.3
Jan. 15–May 15	Sideoats Grama (South Texas)	3.6	Buffalograss (Texoka)	1.6
	Buffalograss (Texoka)	1.6	Bermudagrass	3.6
	Bermudagrass	2.4	Sand Dropseed (Borden Co.)	0.4
22 (Laredo)	Green Sprangletop	0.3	Green Sprangletop	0.3
Jan. 15–May 1	Sideoats Grama (South Texas)	4.5	Buffalograss (Texoka)	1.6
	Buffalograss (Texoka)	1.6	Bermudagrass	3.6
	Bermudagrass	1.8	Sand Dropseed	0.4
23 (Brownwood)	Green Sprangletop	0.3	Green Sprangletop	0.3
Feb. 1–May 15	Sideoats Grama (Haskell)	3.6	Buffalograss (Texoka)	1.6
	Bermudagrass	1.2	Bermudagrass	3.6
	Blue Grama (Hachita)	0.9	Sand Dropseed (Borden Co.)	0.4
24 (El Paso)	Green Sprangletop	0.3	Green Sprangletop	0.3
Feb. 1–May 15	Sideoats Grama (South Texas)	3.6	Buffalograss (Texoka)	1.6
	Blue Grama (Hachita)	1.2	Sand Dropseed (Borden Co.)	0.4
	Buffalograss (Texoka)	1.6	Blue Grama (Hachita)	1.8
25 (Childress)	Green Sprangletop	0.3	Green Sprangletop	0.3
Feb. 1–May 15	Sideoats Grama (El Reno)	3.6	Sand Dropseed (Borden Co.)	0.4
	Blue Grama (Hachita)	1.2	Buffalograss (Texoka)	1.6
	Buffalograss (Texoka)	1.6	Bermudagrass	1.8

Table 3
Temporary Cool Season Seeding

Districts	Dates	Seed Mix and Rates (lb. PLS/acre)	
Paris (1), Amarillo (4), Lubbock (5), Dallas (18)	September 1–November 30	Tall Fescue Western Wheatgrass Wheat (Red, Winter)	4.5 5.6 34
Odessa (6), San Angelo (7), El Paso (24)	September 1–November 30	Western Wheatgrass Wheat (Red, Winter)	8.4 50
Waco (9), Tyler (10), Lufkin (11), Austin (14), San Antonio (15), Bryan (17), Atlanta (19)	September 1–November 30	Tall Fescue Oats Wheat	4.5 24 34
Houston (12), Yoakum (13), Corpus Christi (16), Beaumont (20), Pharr (21), Laredo (22)	September 1–November 30	Oats	72
Ft. Worth (2), Wichita Falls (3), Abilene (8), Brownwood (23), Childress (25)	September 1–November 30	Tall Fescue Western Wheatgrass Cereal Rye	4.5 5.6 34

Table 4
Temporary Warm Season Seeding

Districts	Dates	Seed Mix and Rates (lb. PLS/acre)	
All	May 1–August 31	Foxtail Millet	34

2.2. **Fertilizer.** Use fertilizer in conformance with Article 166.2., "Materials."

2.3. **Vegetative Watering.** Use water that is clean and free of industrial wastes and other substances harmful to the growth of vegetation.

2.4. **Mulch.**

2.4.1. **Straw or Hay Mulch.** Use straw or hay mulch in conformance with Section 162.2.5., "Mulch."

Cellulose Fiber Mulch. Use only cellulose fiber mulches that are on the Approved Products List, *Erosion Control Approved Products.* (http://www.txdot.gov/business/resources/erosion-control.html) Submit one full set of manufacturer's literature for the selected material. Keep mulch dry until applied. Do not use molded or rotted material.

2.5. **Tacking Methods.** Use a tacking agent applied in accordance with the manufacturer's recommendations or a crimping method on all straw or hay mulch operations. Use tacking agents as approved or as specified on the plans.

3. CONSTRUCTION

Cultivate the area to a depth of 4 in. before placing the seed unless otherwise directed. Use approved equipment to vertically track the seedbed as shown on the plans or as directed. Cultivate the seedbed to a depth of 4 in. or mow the area before placement of the permanent seed when performing permanent seeding after an established temporary seeding. Plant the seed specified and mulch, if required, after the area has been completed to lines and grades as shown on the plans.

3.1. **Broadcast Seeding.** Distribute the seed or seed mixture uniformly over the areas shown on the plans using hand or mechanical distribution or hydro-seeding on top of the soil unless otherwise directed. Apply the mixture to the area to be seeded within 30 min. of placement of components in the equipment when seed and water are to be distributed as a slurry during hydro-seeding. Roll the planted area with a light roller or other suitable equipment. Roll sloped areas along the contour of the slopes.

3.2. **Straw or Hay Mulch Seeding.** Plant seed according to Section 164.3.1., "Broadcast Seeding." Apply straw or hay mulch uniformly over the seeded area immediately after planting the seed or seed mixture. Apply

straw mulch at 2 to 2.5 tons per acre. Apply hay mulch at 1.5 to 2 tons per acre. Use a tacking method over the mulched area.

3.3. **Cellulose Fiber Mulch Seeding.** Plant seed in accordance with Section 164.3.1., "Broadcast Seeding." Apply cellulose fiber mulch uniformly over the seeded area immediately after planting the seed or seed mixture at the following rates.

- Sandy soils with slopes of 3:1 or less—2,500 lb. per acre.
- Sandy soils with slopes greater than 3:1—3,000 lb. per acre.
- Clay soils with slopes of 3:1 or less—2,000 lb. per acre.
- Clay soils with slopes greater than 3:1—2,300 lb. per acre.

Cellulose fiber mulch rates are based on dry weight of mulch per acre. Mix cellulose fiber mulch and water to make a slurry and apply uniformly over the seeded area using suitable equipment.

3.4. **Drill Seeding.** Plant seed or seed mixture uniformly over the area shown on the plans at a depth of 1/4 to 1/3 in. using a pasture or rangeland type drill unless otherwise directed. Plant seed along the contour of the slopes.

3.5. **Straw or Hay Mulching.** Apply straw or hay mulch uniformly over the area as shown on the plans. Apply straw mulch at 2 to 2.5 tons per acre. Apply hay mulch at 1.5 to 2 tons per acre. Use a tacking method over the mulched area.

Apply fertilizer in conformance with Article 166.3., "Construction." Seed and fertilizer may be distributed simultaneously during "Broadcast Seeding" operations, provided each component is applied at the specified rate. Apply half of the required fertilizer during the temporary seeding operation and the other half during the permanent seeding operation when temporary and permanent seeding are both specified for the same area.

Water the seeded areas at the rates and frequencies as shown on the plans or as directed.

4. MEASUREMENT

This Item will be measured by the square yard or by the acre.

5. PAYMENT

The work performed and the materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Broadcast Seeding (Perm)" of the rural or urban seed mixture and sandy or clay soil specified, "Broadcast Seeding (Temp)" of warm or cool season specified, "Straw or Hay Mulch Seeding (Perm)" of the rural or urban seed mixture and sandy or clay soil specified, "Straw or Hay Mulch Seeding (Temp)" of warm or cool season specified, "Cellulose Fiber Mulch Seeding (Perm)" of the rural or urban seed mixture and sandy or clay soil specified, "Cellulose Fiber Mulch Seeding (Temp)" of warm or cool season specified, "Drill Seeding (Perm)" of the rural or urban seed mixture and sandy or clay soil specified, "Drill Seeding (Temp)" of warm or cool season specified, and "Straw or Hay Mulching." This price is full compensation for furnishing materials, including water for hydro-seeding and hydro-mulching operations, mowing, labor, equipment, tools, supplies, and incidentals. Fertilizer will not be paid for directly but will be subsidiary to this Item. Water for irrigating the seeded area, when specified, will be paid for under Item 168, "Vegetative Watering."

Item 166
Fertilizer

1. DESCRIPTION

Provide and distribute fertilizer over areas specified on the plans.

2. MATERIALS

Use a complete fertilizer containing nitrogen (N), phosphoric acid (P), and potash (K) nutrients unless otherwise specified on the plans. Ensure at least 50% of the nitrogen component is a slow-release sulfur-coated urea. Ensure that fertilizer is in an acceptable condition for distribution in containers labeled with the analysis. Fertilizer is subject to testing by the Texas A&M Feed and Fertilizer Control Service in accordance with the Texas Fertilizer Law.

3. CONSTRUCTION

Deliver and apply the complete fertilizer uniformly at a rate equal to 60 lb. of nitrogen per acre or at the analysis and rate specified on the plans.

Apply fertilizer as a dry material and do not mix with water to form a slurry.

Incorporate fertilizer during seedbed preparation as specified on the plans.

4. MEASUREMENT

When fertilizer is specified on the plans to be a pay item, measurement will be by the acre of surface area covered or by the ton (2,000 lb.). Measurement by the ton will use guaranteed weight of bags or containers as shown by the manufacturer or certified scales meeting the requirements of Item 520, "Weighing and Measuring Equipment," unless otherwise approved.

5. PAYMENT

Unless otherwise specified on the plans, the work performed, materials furnished, equipment, labor, tools, and incidentals will not be paid for directly but will be subsidiary to pertinent bid items.

When fertilizer is specified on the plans to be a pay item, 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 "Fertilizer." This price is full compensation for furnishing materials and performing operations.

Item 168
Vegetative Watering

1. DESCRIPTION

Provide and distribute water to promote growth of vegetation as directed.

2. MATERIALS

Use water that is clean and free of industrial wastes and other substances harmful to the growth of vegetation.

3. CONSTRUCTION

Apply water when directed. Furnish and operate equipment to distribute water at a uniform and controllable rate. Ensure that watering does not erode soil or plantings. Apply water in the required quantity where shown on the plans or as directed.

4. MEASUREMENT

This Item will be measured by the 1,000 gal. as applied.

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 "Vegetative Watering." This price is full compensation for furnishing and operating watering equipment and measuring devices and for furnishing and applying water, including hauling, equipment, labor, and incidentals.

Item 247
Flexible Base

1. DESCRIPTION

Construct a foundation course composed of flexible base.

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer may sample and test project materials at any time before compaction throughout the duration of the project to assure specification compliance. Use Tex-100-E material definitions.

2.1. **Aggregate.** Furnish aggregate of the type and grade shown on the plans and meeting the requirements of Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives, such as but not limited to lime, cement, or fly ash to modify aggregates to meet the requirements of Table 1 unless shown on the plans.

Table 1
Material Requirements

Property	Test Method	Grade 1–2	Grade 3	Grade 4[2]	Grade 5
Master gradation sieve size (cumulative % retained)	Tex-110-E			As shown on the plans	
2-1/2"		0	0		0
1-3/4"		0–10	0–10		0–5
7/8"		10–35	–		10–35
3/8"		30–65	–		35–65
#4		45–75	45–75		45–75
#40		65–90	50–85		70–90
Liquid Limit, % Max	Tex-104-E	40	40	As shown on the plans	35
Plasticity Index, Max[1]	Tex-106-E	10	12	As shown on the plans	10
Plasticity index, Min[1]		As shown on the plans	As shown on the plans	As shown on the plans	As shown on the plans
Wet ball mill, % Max	Tex-116-E	40	–	As shown on the plans	40
Wet ball mill, % Max increase passing the #40 sieve		20	–	As shown on the plans	20
Min compressive strength, psi	Tex-117-E			As shown on the plans	
lateral pressure 0 psi		35	–		–
lateral pressure 3 psi		–	–		90
lateral pressure 15 psi		175	–		175

1. Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.
2. Grade 4 may be further designated as Grade 4A, Grade 4B, etc.

2.1.1. **Material Tolerances.** The Engineer may accept material if no more than 1 of the 5 most recent gradation tests has an individual sieve outside the specified limits of the gradation.

When target grading is required by the plans, no single failing test may exceed the master grading by more than 5 percentage points on sieves No. 4 and larger or 3 percentage points on sieves smaller than No. 4.

The Engineer may accept material if no more than 1 of the 5 most recent plasticity index tests is outside the specified limit. No single failing test may exceed the allowable limit by more than 2 points.

2.1.2. **Material Types.** Do not use fillers or binders unless approved. Furnish the type specified on the plans in accordance with the following:

2.1.2.1. **Type A.** Crushed stone produced and graded from oversize quarried aggregate that originates from a single, naturally occurring source. Do not use gravel or multiple sources.

2.1.2.2. **Type B.** Crushed or uncrushed gravel. Blending of 2 or more sources is allowed.

2.1.2.3. **Type C.** Crushed gravel with a minimum of 60% of the particles retained on a No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I. Blending of 2 or more sources is allowed.

2.1.2.4. **Type D.** Type A material or crushed concrete. Crushed concrete containing gravel will be considered Type D material. Crushed concrete must meet the requirements in Section 247.2.1.3.2., "Recycled Material (Including Crushed Concrete) Requirements," and be managed in a way to provide for uniform quality. The Engineer may require separate dedicated stockpiles in order to verify compliance.

2.1.2.5. **Type E.** Caliche, iron ore or as otherwise shown on the plans.

2.1.3. **Recycled Material.** Recycled asphalt pavement (RAP) and other recycled materials may be used when shown on the plans. Request approval to blend 2 or more sources of recycled materials.

2.1.3.1. **Limits on Percentage.** Do not exceed 20% RAP by weight, when RAP is allowed, unless otherwise shown on the plans. The percentage limitations for other recycled materials will be as shown on the plans.

2.1.3.2. **Recycled Material (Including Crushed Concrete) Requirements.**

2.1.3.2.1. **Contractor-Furnished Recycled Materials.** Provide recycled materials that have a maximum sulfate content of 3,000 ppm when tested in accordance with Tex-145-E. When the Contractor furnishes the recycled materials, including crushed concrete, the final product will be subject to the requirements of Table 1 for the grade specified. Certify compliance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," for Contractor furnished recycled materials. In addition, recycled materials must be free from reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with Tex-413-A. For RAP, do not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with Tex-406-A. Test RAP without removing the asphalt.

2.1.3.2.2. **Department-Furnished Required Recycled Materials.** When the Department furnishes and requires the use of recycled materials, unless otherwise shown on the plans:

- Department-required recycled material will not be subject to the requirements in Table 1,
- Contractor-furnished materials are subject to the requirements in Table 1 and this Item,
- the final product, blended, will be subject to the requirements in Table 1, and
- for final product, unblended (100% Department-furnished required recycled material), the liquid limit, plasticity index, wet ball mill, and compressive strength is waived.

Crush Department-furnished RAP so that 100% passes the 2 in. sieve. The Contractor is responsible for uniformly blending to meet the percentage required.

2.1.3.2.3. **Department-Furnished and Allowed Recycled Materials.** When the Department furnishes and allows the use of recycled materials or allows the Contractor to furnish recycled materials, the final blended product is subject to the requirements of Table 1 and the plans.

2.1.3.3. **Recycled Material Sources.** Department-owned recycled material is available to the Contractor only when shown on the plans. Return unused Department-owned recycled materials to the Department stockpile location designated by the Engineer unless otherwise shown on the plans.

The use of Contractor-owned recycled materials is allowed when shown on the plans. Contractor-owned surplus recycled materials remain the property of the Contractor. Remove Contractor-owned recycled materials from the project and dispose of them in accordance with federal, state, and local regulations before project acceptance. Do not intermingle Contractor-owned recycled material with Department-owned recycled material unless approved.

2.2. **Water.** Furnish water free of industrial wastes and other objectionable matter.

2.3. **Material Sources.** Expose the vertical faces of all strata of material proposed for use when non-commercial sources are used. Secure and process the material by successive vertical cuts extending through all exposed strata, when directed.

3. EQUIPMENT

Provide machinery, tools, and equipment necessary for proper execution of the work.

3.1. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

3.2. When ride quality measurement is required, provide a high speed or lightweight inertial profiler certified at the Texas A&M Transportation Institute. Provide equipment certification documentation. Display a current decal on the equipment indicating the certification expiration date.

4. CONSTRUCTION

Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

Stockpile base material temporarily at an approved location before delivery to the roadway. Build stockpiles in layers no greater than 2 ft. thick. Stockpiles must have a total height between 10 and 16 ft. unless otherwise shown on the plans. After construction and acceptance of the stockpile, loading from the stockpile for delivery is allowed. Load by making successive vertical cuts through the entire depth of the stockpile.

Do not add or remove material from temporary stockpiles that require sampling and testing before delivery unless otherwise approved. Charges for additional sampling and testing required as a result of adding or removing material will be deducted from the Contractor's estimates.

Haul approved flexible base in clean trucks. Deliver the required quantity to each 100-ft. station or designated stockpile site as shown on the plans. Prepare stockpile sites as directed. When delivery is to the 100-ft. station, manipulate in accordance with the applicable Items.

4.1. **Preparation of Subgrade or Existing Base.** Remove or scarify existing asphalt concrete pavement in accordance with Item 105, "Removing Treated and Untreated Base and Asphalt Pavement," when shown on the plans or as directed. Shape the subgrade or existing base to conform to the typical sections shown on the plans or as directed.

When new base is required to be mixed with existing base, deliver, place, and spread the new flexible base in the required amount per station. Manipulate and thoroughly mix the new base with existing material to provide a uniform mixture to the specified depth before shaping.

Proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying when shown on the plans or directed. Correct soft spots as directed.

4.2. **Placing.** Spread and shape flexible base into a uniform layer with an approved spreader the same day as delivered unless otherwise approved. Construct layers to the thickness shown on the plans. Maintain the

shape of the course. Control dust by sprinkling, as directed. Correct or replace segregated areas as directed, at no additional expense to the Department.

Place successive base courses and finish courses using the same construction methods required for the first course.

4.3. **Compaction.** Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least 1/2 the width of the roller unit. Begin rolling at the low side and progress toward the high side on superelevated curves. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

Rework, recompact, and refinish material that falls to meet or that loses required moisture, density, stability, or finish requirements before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

Before final acceptance, the Engineer will select the locations of tests and measure the flexible base depth in accordance with Tex-140-E. Correct areas deficient by more than 1/2 in. in thickness by scarifying, adding material as required, reshaping, recompacting, and refinishing at the Contractor's expense.

4.3.1. **Ordinary Compaction.** Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.

4.3.2. **Density Control.** Compact to at least 100% of the maximum dry density determined by Tex-113-E, unless otherwise shown on the plans. Maintain moisture during compaction within ±2 percentage points of the optimum moisture content as determined by Tex-113-E. Measure the moisture content of the material in accordance with Tex-115-E or Tex-103-E during compaction daily and report the results the same day to the Engineer, unless otherwise shown on the plans or directed. Do not achieve density by drying the material after compaction.

The Engineer will determine roadway density and moisture content of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

4.4. **Finishing.** After completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades as shown on the plans or as directed.

Correct grade deviations greater than 1/4 in. in 16 feet measured longitudinally or greater than 1/4 in. over the entire width of the cross-section in areas where surfacing is to be placed. Correct by loosening and adding, or removing material. Reshape and re-compact in accordance with Section 247.4.3., "Compaction."

4.5. **Curing.** Cure the finished section until the moisture content is at least 2 percentage points below optimum or as directed before applying the next successive course or prime coat.

4.6. **Ride Quality.** This section applies to the final travel lanes that receive a 1 or 2 course surface treatment for the final surface, unless otherwise shown on the plans. Measure ride quality of the base course after placement of the prime coat and before placement of the surface treatment, unless otherwise approved. Use a certified profiler operator from the Department's MPL. When requested, furnish the Engineer documentation for the person certified to operate the profiler.

Provide all profile measurements to the Engineer in electronic data files within 3 days after placement of the prime coat using the format specified in Tex-1001-S. The Engineer will use Department software to evaluate longitudinal profiles to determine areas requiring corrective action. Correct 0.1-mi.sections having an average international roughness index (IRI) value greater than 100.0 in. per mile to an IRI value of 100.0 in. per mile or less for each wheelpath, unless otherwise shown on the plans.

Re-profile and correct sections that fail to maintain ride quality until placement of the next course, as directed. Correct re-profiled sections until specification requirements are met, as approved. Perform this work at no additional expense to the Department.

5. MEASUREMENT

Flexible base will be measured as follows:

- **Flexible Base (Complete In Place).** The ton, square yard, or any cubic yard method.
- **Flexible Base (Roadway Delivery).** The ton or any cubic yard method.
- **Flexible Base (Stockpile Delivery).** The ton, cubic yard in vehicle, or cubic yard in stockpile.

Measurement by the cubic yard in final position and square yard is a plans quantity measurement. The quantity to be paid for is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

Measurement is further defined for payment as follows.

5.1. **Cubic Yard in Vehicle.** By the cubic yard in vehicles of uniform capacity at the point of delivery.

5.2. **Cubic Yard in Stockpile.** By the cubic yard in the final stockpile position by the method of average end areas.

5.3. **Cubic Yard in Final Position.** By the cubic yard in the completed and accepted final position. The volume of base course is computed in place by the method of average end areas between the original subgrade or existing base surfaces and the lines, grades, and slopes of the accepted base course as shown on the plans.

5.4. **Square Yard.** By the square yard of surface area in the completed and accepted final position. The surface area of the base course is based on the width of flexible base as shown on the plans.

5.5. **Ton.** By the ton of dry weight in vehicles as delivered. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with Tex-103-E from samples taken at the time of weighing.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the types of work shown below. No additional payment will be made for thickness or width exceeding that shown on the typical section or provided on the plans for cubic yard in the final position or square yard measurement.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item unless otherwise shown on the plans. When proof rolling is shown on the plans or directed, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade will be paid in accordance with pertinent items or Article 4.4., "Changes in the Work."

6.1. **Flexible Base (Complete In Place).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. For square yard measurement, a depth will be specified. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, spreading, blading, mixing, shaping, placing, compacting, reworking, finishing, correcting locations where thickness is deficient, curing, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

6.2. **Flexible Base (Roadway Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle," "In Stockpile," or "In Final Position" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing materials, temporary stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

6.3. **Flexible Base (Stockpile Delivery).** Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" or "In Stockpile" will be specified. The unit price bid will not include processing at the roadway. This price is full compensation for furnishing and disposing of materials, preparing the stockpile area, temporary or permanent stockpiling, assistance provided in stockpile sampling and operations to level stockpiles for measurement, loading, hauling, delivery of materials to the stockpile, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

Item 251
Reworking Base Courses

1. DESCRIPTION

Refinish or rework existing base material with or without asphaltic concrete pavement. Incorporate new base material when shown on the plans.

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer will verify that the specification requirements are met before the sources can be used. The Engineer may sample and test project materials at any time before compaction. Use Tex-100-E for material definitions.

2.1. **Flexible Base.** Furnish new base material that meets the requirements of Item 247, "Flexible Base," for the type and grade shown on the plans.

2.2. **Water.** Furnish water free of industrial wastes and other objectionable matter.

3. EQUIPMENT

Provide machinery, tools, and equipment necessary for proper execution of the work.

3.1. **Compaction Equipment.** Provide rollers in accordance with Item 210, "Rolling." Provide rollers in accordance with Item 216, "Proof Rolling," when required.

3.2. **Pulverization Equipment.** Provide pulverization equipment that:

- cuts and pulverizes material uniformly to the proper depth with cutters that plane to a uniform surface over the entire width of the cut,
- provides a visible indication of the depth of cut at all times, and
- uniformly mixes the materials.

4. CONSTRUCTION

Perform work to the width and depth shown on the typical sections for the type of work shown on the plans. Construct and shape exposed subgrade to conform to typical sections as shown on the plans or as directed. Proof roll in accordance with Item 216, "Proof Rolling," when shown on the plans. Correct soft spots as directed.

Before scarifying, clean the existing base of objectionable materials by blading, brooming, or other approved methods, unless otherwise shown on the plans. Perform this work in accordance with applicable Items.

4.1. **Types of Work.**

4.1.1. **Type A.** Scarifying only.

4.1.2. **Type B.** Scarifying, salvaging, and re-laying.

4.1.3. **Type C.** Scarifying and reshaping.

4.1.4. **Type D.** Refinishing.

4.2. **Performance of Work.**

4.2.1. **Scarifying.** Loosen and break existing base material, with or without existing asphaltic concrete pavement. Remove asphalt concrete pavement, surface treatment, plant-mix seal, and micro-surfacing when shown on the plans and in accordance with applicable items. Prevent contamination of asphalt material during and after removal. When the existing pavement consists of only a surface treatment, do not remove before scarifying. Scarify existing material for its full width and depth unless otherwise shown on the plans. Do not disturb the underlying subgrade. Break material into particles of not more than 2-1/2 in. unless otherwise shown on the plans.

4.2.2. **Salvaging.** Remove the existing base material and stockpile. Windrow if allowed. Perform salvage operations without interfering with traffic, proper drainage, or the general requirements of the work. Remove scarified material using a method approved by the Engineer. Keep material free of contamination.

4.2.3. **Re-Laying.** Prepare subgrade as shown on the plans or as directed before relaying salvaged material. Proof roll in accordance with Item 216, "Proof Rolling," when shown on the plans. Correct soft spots as directed.

Return and rework salvaged base material, with or without additional new base material, on the prepared roadbed. Place salvaged material on the prepared subgrade and sprinkle, blade, and shape the base to conform to the typical sections shown on the plans or as directed. Place new base material and uniformly mix with salvaged material when shown on the plans. Correct, or remove and replace, segregated material with satisfactory material, as directed.

4.2.4. **Reshaping.** Rework scarified base material with or without additional new base material. Mix and shape scarified base to conform to the typical sections shown on the plans. When shown on the plans, furnish new base material, and uniformly mix with scarified material before shaping. Do not disturb the underlying subgrade. Correct, or remove and replace, segregated material with satisfactory material as directed.

4.2.5. **Refinishing.** Blade existing base surface to remove irregularities. Cure before placing the pavement on the refinished base, as shown on the plans or as directed.

4.3. **Compaction.** Compact using ordinary compaction or density control as shown on the plans. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling."

Begin rolling longitudinally at the sides and proceed toward the center, overlapping on successive trips by at least one-half the width of the roller unit. On superelevated curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph, as directed.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish before the next course is placed or the project is accepted. Continue work until specification requirements are met. Perform the work at no additional expense to the Department.

4.3.1. **Ordinary Compaction.** Roll with approved compaction equipment as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing approved material as required, reshaping, and recompacting.

4.3.2. **Density Control.** Determine the moisture content in the mixture at the beginning of and during compaction in accordance with Tex-103-E. Compact to at least 98% of the maximum density determined by Tex-113-E, unless otherwise shown on the plans.

The Engineer will determine roadway density of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

4.4. **Finishing.** Immediately after completing compaction, clip, skin, or tight-blade the surface with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove and dispose of loosened material at an approved location. Seal the clipped surface immediately by rolling with a pneumatic tire roller until a smooth surface is attained. Add small amounts of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades shown on the plans or as directed.

In areas where surfacing is to be placed, correct grade deviations in excess of 1/4 in. in 16 ft. measured longitudinally for the entire width of the cross-section. Correct by loosening, adding, or removing material. Reshape and recompact in accordance with Section 251.4.3., "Compaction."

4.5. **Curing.** Cure the finished section until the moisture content is at least 2% below optimum or as directed before applying the next successive course or prime coat.

5. MEASUREMENT

This item will be measured by the station, square yard, cubic yard, or ton.

Square yard and cubic yard in original position measurement will be established by the widths and depths shown on the plans and the lengths measured in the field.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

Measurement is further defined for payment as follows.

5.1. **Station.** By the 100-ft. station measured along the centerline of each roadbed.

5.2. **Square Yard.** By the square yard of existing base or pavement in its original position. When square yard measurement is used, limits of measurement will be as shown on the plans.

5.3. **Cubic Yard in Vehicle.** By the cubic yard of salvaged material in vehicles as delivered at the stockpile.

5.4. **Cubic Yard in Stockpile.** By the cubic yard of salvaged material in the final stockpile position by the method of average end areas.

5.5. **Cubic Yard in Original Position.** By the cubic yard in its original position measured by the method of average end areas.

5.6. **Ton.** By the ton of dry weight in the trucks as delivered at the stockpile. The dry weight is determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The Engineer will determine the moisture content in the material in accordance with Tex-103-E from samples taken at the time of truck weighing.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Reworking Base Material" for the type, scarified depth, and compaction method shown on the plans. For cubic yard measurements, the measurement location (vehicle, stockpile, or original position) will be specified. No additional payment will be made for thickness or width exceeding that shown on the typical sections or provided on the plans for station, square yard, and cubic yard in the original position measurement. This price is full compensation for furnishing and

disposing of materials, blading, brooming, scarifying, salvaging, replacing, stockpiling, reshaping, refinishing, compacting, finishing, curing, and equipment, labor, tools, and incidentals.

Furnishing and delivering new base will be paid for in accordance with Section 247.6.2., "Flexible Base (Roadway Delivery)." Mixing, spreading, blading, shaping, compacting, and finishing new or existing base material will not be paid for directly but will be subsidiary to this Item.

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item, unless otherwise shown on the plans. When proof rolling is shown on the plans or directed by the Engineer, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade or existing base will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade or existing base will be in accordance with pertinent Items or Article 4.4., "Changes in the Work."

Removal of existing asphalt concrete pavement will be paid for in accordance with pertinent Items or Article 4.4., "Changes in the Work."

Additional restrictions for measurement and payment are as follows:

- **Type A.** Work will be restricted to station and square yard measurement.
- **Type B.** Work will be restricted to station, square yard, and cubic yard in the original position measurement.
- **Type C.** Work will be restricted to station, square yard, and cubic yard in the original position measurement.
- **Type D.** Work will be restricted to station and square yard measurement.

Item 260
Lime Treatment (Road-Mixed)

1. DESCRIPTION

Mix and compact lime, water, and subgrade or base (with or without asphaltic concrete pavement) in the roadway.

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. Obtain verification from the Engineer that the specification requirements are met before using the sources. The Engineer may sample and test project materials at any time before compaction. Use Tex-100-E for material definitions.

2.1. **Lime.** Furnish lime that meets the requirements of DMS-6350 "Lime and Lime Slurry," and DMS-6330, "Pre-Qualification of Lime Sources." Use hydrated lime, commercial lime slurry, quicklime, or carbide lime slurry as shown on the plans. Do not use quicklime when sulfates are present in quantities greater than 3,000 ppm. When furnishing quicklime, provide it in bulk.

2.2. **Subgrade.** The Engineer will determine the sulfate content of the existing subgrade in accordance with Tex-145-E and organic content in accordance with Tex-148-E before lime treatment begins. Suspend operations when material to be treated has a sulfate content greater than 7,000 ppm or an organic content greater than 1.0% and proceed as directed.

2.3. **Flexible Base.** Unless otherwise shown on the plans, furnish base material that meets the requirements of Item 247, "Flexible Base," for the type and grade shown on the plans, before the addition of lime.

2.4. **Water.** Furnish water free of industrial wastes and other objectionable material.

2.5. **Asphalt.** When asphalt or emulsion is permitted for curing purposes, furnish materials that meet the requirements of Item 300, "Asphalts, Oils, and Emulsions," as shown on the plans or as directed.

2.6. **Mix Design.** The Engineer will determine the target lime content and optimum moisture content in accordance with Tex-121-E or prior experience with the project materials. The Contractor may propose a mix design developed in accordance with Tex-121-E. The Engineer will use Tex-121-E to verify the Contractor's proposed mix design before acceptance. Reimburse the Department for subsequent mix designs or partial designs necessitated by changes in the material or requests by the Contractor. Limit the amount of recycled asphalt pavement to no more than 50% of the mix unless otherwise shown on the plans or directed.

3. EQUIPMENT

Provide machinery, tools, and equipment necessary for proper execution of the work. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

3.1. **Storage Facility.** Store quicklime and dry hydrated lime in closed, weatherproof containers.

3.2. **Slurry Equipment.** Use slurry tanks equipped with agitation devices to slurry hydrated lime or quicklime on the project or other approved location. The Engineer may approve other slurrying methods.

3.3. Provide a pump for agitating the slurry when the distributor truck is not equipped with an agitator. Equip the distributor truck with a sampling device in accordance with Tex-600-J, Part I, when using commercial lime slurry or carbide lime slurry.

3.4. **Hydrated Lime Distribution Equipment.** Provide equipment to spread lime evenly across the area to be treated. Provide equipment with a rotary vane feeder to spread lime, when shown on the plans.

3.5. **Pulverization Equipment.** Provide pulverization equipment that:

- cuts and pulverizes material uniformly to the proper depth with cutters that plane to a uniform surface over the entire width of the cut,
- provides a visible indication of the depth of cut at all times, and
- uniformly mixes the materials.

4. CONSTRUCTION

Construct each layer uniformly, free of loose or segregated areas, and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

4.1. **Preparation of Subgrade or Existing Base for Treatment.** Before treating, remove existing asphalt pavement in accordance with Item 105, "Removing Treated and Untreated Base and Asphalt Pavement," when shown on the plans or as directed. Shape existing material in accordance with applicable bid items to conform to typical sections shown on the plans and as directed.

Unless otherwise approved, proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying existing material. Correct soft spots as directed.

When material is imported from a borrow source, notify the Engineer of the location of the borrow source well in advance to allow time for testing and approval to avoid delay to the project. Stockpile as directed. The Engineer will test the borrow source and determine the sulfate and organic contents. When the borrow source has a sulfate content greater than 3,000 ppm or an organic content greater than 1.0%, proceed as directed.

When new base material is required to be mixed with existing base, deliver, place, and spread the new material in the required amount per station. Manipulate and thoroughly mix new base with existing material to provide a uniform mixture to the specified depth before shaping.

4.2. **Pulverization.** Pulverize or scarify existing material after shaping so that 100% passes a 2-1/2 in. sieve. If the material cannot be uniformly processed to the required depth in a single pass, excavate and windrow the material to expose a secondary grade to achieve processing to plan depth.

4.3. **Application of Lime.** Uniformly apply lime using dry or slurry placement as shown on the plans or as directed. Add lime at the percentage determined in Section 260.2.6., "Mix Design." Apply lime only on an area where mixing can be completed during the same working day.

Start lime application only when the air temperature is at least 35°F and rising or is at least 40°F. The temperature will be taken in the shade and away from artificial heat. Suspend application when the Engineer determines that weather conditions are unsuitable.

Minimize dust and scattering of lime by wind. Do not apply lime when wind conditions, in the opinion of the Engineer, cause blowing lime to become dangerous to traffic or objectionable to adjacent property owners. When pebble grade quicklime is placed dry, mix the material and lime thoroughly at the time of lime application. Use of quicklime can be dangerous. Inform users of the recommended precautions for handling and storage.

4.3.1. **Dry Placement.** Before applying lime, bring the prepared roadway to approximately 2 percentage points above optimum moisture content. When necessary, sprinkle in accordance with Item 204, "Sprinkling." Distribute the required quantity of hydrated lime or pebble grade quicklime with approved equipment. Only hydrated lime may be distributed by bag. Do not use a motor grader to spread hydrated lime.

4.3.2. **Slurry Placement.** Provide slurry free of objectionable materials, at or above the minimum dry solids content, and with a uniform consistency that will allow ease of handling and uniform application. Deliver commercial lime slurry or carbide lime slurry to the jobsite, or use hydrated lime or quicklime to prepare lime slurry at the jobsite or other approved location, as specified. When dry quicklime is applied as slurry, use 80% of the amount shown on the plans.

Distribute slurry uniformly by making successive passes over a measured section of roadway until the specified lime content is reached. Uniformly spread the residue from quicklime slurry over the length of the roadway being processed, unless otherwise directed.

4.4. **Mixing.** Begin mixing within 6 hr. of application of lime. Hydrated lime exposed to the open air for 6 hr. or more between application and mixing, or that experiences excessive loss due to washing or blowing, will not be accepted for payment.

Thoroughly mix the material and lime using approved equipment. When treating subgrade, bring the moisture content above the optimum moisture content to insure adequate chemical reaction of the lime and subgrade materials. Allow the mixture to mellow for 1 to 4 days, as directed. When pebble grade quicklime is used, allow the mixture to mellow for 2 to 4 days, as directed. Sprinkle the treated materials during the mixing and mellowing operation, as directed, to achieve adequate hydration and proper moisture content. When the material to be treated has a sulfate content greater than 3,000 ppm but less than or equal to 7,000 ppm, mellow for a minimum of 7 days. Maintain in a continuously moist condition by sprinkling in accordance with Item 204, "Sprinkling." After mellowing, resume mixing until a homogeneous, friable mixture is obtained. After mixing, the Engineer may sample the mixture at roadway moisture and test in accordance with Tex-101-E, Part III, to determine compliance with the gradation requirements in Table 1.

Table 1
Gradation Requirements (Minimum % Passing)

Sieve Size	Base	Subgrade
1-3/4"	100	100
3/4"	85	85
#4	–	60

4.5. **Compaction.** Compact the mixture using density control, unless otherwise shown on the plans. Multiple lifts are permitted when shown on the plans or approved. Bring each layer to the moisture content directed. Sprinkle the treated material in accordance with Item 204, "Sprinkling" or aerate the treated material to adjust the moisture content during compaction so that it is no more than 1.0 percentage points below optimum and 2.0 percentage points above optimum as determined by Tex-121-E. Measure the moisture content of the material in accordance with Tex-115-E or Tex-103-E during compaction daily and report the results the same day, unless otherwise shown on the plans or directed.

Begin rolling longitudinally at the sides and proceed toward the center, overlapping on successive trips by at least 1/2 the width of the roller unit. On superelevated curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 mph as directed.

Before final acceptance, the Engineer will select the locations of tests in each unit and measure the treated depth in accordance with Tex-140-E. Correct areas deficient by more than 1/2 in. in thickness or more than 1/2% in target lime content by adding lime as required, reshaping, recompacting, and refinishing at the Contractor's expense.

Rework, recompact, and refinish material that fails to meet or that loses required moisture, density, stability, or finish before the next course is placed or the project is accepted. Continue work until specification

requirements are met. Rework in accordance with Section 260.4.6., "Reworking a Section." Perform the work at no additional expense to the Department.

4.5.1. **Ordinary Compaction.** Roll with approved compaction equipment, as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing treated material as required, reshaping, and recompacting.

4.5.2. **Density Control.** The Engineer will determine roadway density and moisture content of completed sections in accordance with Tex-115-E. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

4.5.2.1. **Subgrade.** Compact to at least 95% of the maximum density determined in accordance with Tex-121-E, unless otherwise shown on the plans.

4.5.2.2. **Base.** Compact the bottom course to at least 95% of the maximum density determined in accordance with Tex-121-E, unless otherwise shown on the plans. Compact subsequent courses treated under this Item to at least 98% of the maximum density determined in accordance with Tex-121-E, unless otherwise shown on the plans.

4.6. **Reworking a Section.** When a section is reworked within 72 hr. after completion of compaction, rework the section to provide the required density. When a section is reworked more than 72 hr. after completion of compaction, add additional lime at 25% of the percentage determined in Section 260.2.6., "Mix Design." Reworking includes loosening, adding material or removing unacceptable material if necessary, mixing as directed, compacting, and finishing. When density control is specified, determine a new maximum density of the reworked material in accordance with Tex-121-E, and compact to at least 95% of this density.

4.7. **Finishing.** Immediately after completing compaction of the final course, clip, skin, or tight-blade the surface of the lime-treated material with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of at an approved location. Roll the clipped surface immediately with a pneumatic tire roller until a smooth surface is attained. Add small amounts of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines, and grades shown on the plans or as directed.

Finish grade of constructed subgrade to within 0.1 ft. in the cross-section and 0.1 ft. in 16 ft. measured longitudinally.

Correct grade deviations of constructed base greater than 1/4 in. in 16 ft. measured longitudinally or greater than 1/4 in. over the entire width of the cross-section in areas where surfacing is to be placed. Remove excess material, reshape, and roll with a pneumatic-tire roller. Correct as directed if material is more than 1/4 in. low. Do not surface patch. The 72-hr. time limit required for completion of placement, compaction, and finishing does not apply to finishing required just before applying the surface course.

4.8. **Curing.** Cure for the minimum number of days shown in Table 2 by sprinkling in accordance with Item 204, "Sprinkling," or by applying an asphalt material at a rate of 0.05 to 0.20 gal. per square yard as directed. Maintain moisture during curing. Upon completion of curing, maintain the moisture content in accordance with Section 132.3.5., "Maintenance of Moisture and Reworking," for subgrade and Section 247.4.5., "Curing" for bases before placing subsequent courses. Do not allow equipment on the finished course during curing except as required for sprinkling, unless otherwise approved. Apply seals or additional courses within 14 calendar days of final compaction.

Table 2
Minimum Curing Requirements before Placing Subsequent Courses[1]

Untreated Material	Curing (Days)
PI ≤ 35	2
PI > 35	5

1. Subject to the approval of the Engineer. Proof rolling may be required as an indicator of adequate curing.

5. MEASUREMENT

5.1. **Lime.** When lime is furnished in trucks, the weight of lime will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment."

When lime is furnished in bags, indicate the manufacturer's certified weight. Bags varying more than 5% from that weight may be rejected. The average weight of bags in any shipment, as determined by weighing 10 bags taken at random, must be at least the manufacturer's certified weight.

5.1.1. **Hydrated Lime.**

5.1.1.1. **Dry.** Lime will be measured by the ton (dry weight).

5.1.1.2. **Slurry.** Lime slurry will be measured by the ton (dry weight) of the hydrated lime used to prepare the slurry at the jobsite.

5.1.2. **Commercial Lime Slurry.** Lime slurry will be measured by the ton (dry weight) as calculated from the minimum percent dry solids content of the slurry, multiplied by the weight of the slurry in tons delivered.

5.1.3. **Quicklime.**

5.1.3.1. **Dry.** Lime will be measured by the ton (dry weight) of the quicklime.

5.1.3.2. **Slurry.** Lime slurry will be measured by the ton (dry weight) of the quicklime used to prepare the slurry multiplied by a conversion factor of 1.28 to give the quantity of equivalent hydrated lime, which will be the basis of payment.

5.1.4. **Carbide Lime Slurry.** Lime slurry will be measured by the ton (dry weight) as calculated from the minimum percent dry solids content of the slurry, multiplied by the weight of the slurry in tons delivered.

5.2. **Lime Treatment.** Lime treatment will be measured by the square yard of surface area. The dimensions for determining the surface area are established by the widths shown on the plans and the lengths measured at placement.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid in accordance with Section 260.6.1., "Lime," and Section 260.6.2., "Lime Treatment."

Furnishing and delivering new base will be paid for in accordance with Section 247.6.2., "Flexible Base (Roadway Delivery)." Mixing, spreading, blading, shaping, compacting, and finishing new or existing base material will be paid for in accordance with Section 260.6.2., "Lime Treatment." Removal and disposal of existing asphalt concrete pavement will be paid for in accordance with pertinent Items or Article 4.4., "Changes in the Work."

Sprinkling and rolling, except proof rolling, will not be paid for directly but will be subsidiary to this Item, unless otherwise shown on the plans. When proof rolling is shown on the plans or directed by the Engineer, it will be paid for in accordance with Item 216, "Proof Rolling."

Where subgrade is constructed under this Contract, correction of soft spots in the subgrade or existing base will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade or existing base will be paid for in accordance with pertinent Items or Article 4.4., "Changes in the Work."

Where subgrade to be treated under this Contract has sulfates greater than 7,000 ppm, work will be paid for in accordance with Article 4.4., "Changes in the Work."

Asphalt used solely for curing will not be paid for directly but will be subsidiary to this Item. Asphalt placed for curing and priming will be paid for under Item 310, "Prime Coat."

6.1. **Lime.** Lime will be paid for at the unit price bid for "Lime" of one of the following types:

- Hydrated Lime (Dry),
- Hydrated Lime (Slurry),
- Commercial Lime Slurry,
- Quicklime (Dry),
- Quicklime (Slurry), or
- Carbide Lime Slurry.

This price is full compensation for materials, delivery, equipment, labor, tools, and incidentals.

Lime used for reworking a section in accordance with Section 260.4.6., "Reworking a Section," will not be paid for directly but will be subsidiary to this Item.

6.2. **Lime Treatment.** Lime treatment will be paid for at the unit price bid for "Lime Treatment (Existing Material)," "Lime Treatment (New Base)," or "Lime Treatment (Mixing Existing Material and New Base)," for the depth specified. No payment will be made for thickness or width exceeding that shown on the plans. This price is full compensation for shaping existing material, loosening, mixing, pulverizing, spreading, applying lime, compacting, finishing, curing, curing materials, blading, shaping and maintaining shape, replacing mixture, disposing of loosened materials, processing, hauling, preparing secondary subgrade, water, equipment, labor, tools, and incidentals.

Item 305

Salvaging, Hauling, and Stockpiling Reclaimable Asphalt Pavement

1. DESCRIPTION

Salvage, haul, and stockpile existing asphalt material.

2. CONSTRUCTION

Remove dirt, raised pavement markings, and other debris, as directed. Remove the reclaimable asphalt material as shown on the plans or as directed. Ensure that 95% of the reclaimed material passes a 2 in. sieve unless otherwise shown on the plans. Do not contaminate asphalt material during its removal, transportation, or storage. Repair remaining pavement that is damaged by the removal operations.

Provide a clean, smooth, and well-drained stockpile area free of trash, weeds, and grass. Separate different types or quality of asphalt material into different stockpiles as directed. Stockpile material as shown on the plans or as directed.

The Department retains ownership of the reclaimed asphalt material unless otherwise shown on the plans. The plans or the Engineer may allow or require the use of salvaged material for other items in the Contract. Stockpile the salvaged material at the location shown on the plans or as directed if not used in other construction items of this Contract.

3. MEASUREMENT

This Item will be measured by the cubic yard of material calculated by the average end area method in the stockpile, or the square yard in its original position.

4. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Salvaging, Hauling, and Stockpiling Reclaimable Asphalt Pavement" for cubic yard measurement, and for "Salvaging, Hauling, and Stockpiling Reclaimable Asphalt Pavement (Depth Specified)" for square yard measurement. This price is full compensation for cleaning and removing existing pavement; stockpile area preparation; loading, crushing or breaking, hauling, and stockpiling material; and material, equipment, labor, tools, supplies, and incidentals.

Item 310
Prime Coat

1. DESCRIPTION

Prepare and treat existing or newly constructed surface with an asphalt binder or other specialty prime coat binder material. Apply blotter material as required.

2. MATERIALS

2.1. **Binder.** Use material of the type and grade shown on the plans in accordance with Item 300, "Asphalts, Oils, and Emulsions," or as listed in the Department's MPL for prime coat binders.

2.2. **Blotter.** Use either base course sweepings obtained from cleaning the base or native sand as blotter materials unless otherwise shown on the plans or approved.

3. EQUIPMENT

Provide applicable equipment in accordance with Article 316.3., "Equipment."

4. CONSTRUCTION

4.1. **General.** Apply the mixture when the air temperature is at or above 60°F, or above 50°F and rising. Measure the air temperature in the shade away from artificial heat. The Engineer will determine when weather conditions are suitable for application.

Do not permit traffic, hauling, or placement of subsequent courses over freshly constructed prime coats. Maintain the primed surface until placement of subsequent courses or acceptance of the work.

4.2. **Surface Preparation.** Prepare the surface by sweeping or other approved methods. Lightly sprinkle the surface with water before applying bituminous material, when directed, to control dust and ensure absorption.

4.3. **Application.**

4.3.1. **Binder.** The Engineer will select the application temperature within the limits recommended in Item 300, "Asphalts, Oils, and Emulsions," or by the material manufacturer. Apply material within 15°F of the selected temperature but do not exceed the maximum allowable temperature.

Distribute the material smoothly and evenly at the rate selected by the Engineer. Roll the freshly applied prime coat with a pneumatic-tire roller to ensure penetration when directed.

4.3.2. **Blotter.** Spread blotter material before allowing traffic to use a primed surface. Apply blotter material to primed surface at the specified rate when "Prime Coat and Blotter" is shown on the plans as a bid item or as directed. Apply blotter to spot locations when "Prime Coat" is shown on the plans as a bid item or as directed to accommodate traffic movement through the work area. Remove blotter material before placing the surface. Dispose of blotter material according to applicable state and federal requirements.

5. MEASUREMENT

This Item will be measured by the gallon of binder placed and accepted.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Prime Coat" or "Prime Coat and Blotter" of the type and grade of binder specified. This price is full compensation for cleaning and sprinkling the area to be primed; materials, including blotter material; and rolling, equipment, labor, tools, and incidentals.

Item 341
Dense-Graded Hot-Mix Asphalt

1. DESCRIPTION

Construct a hot-mix asphalt (HMA) pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant. Pay adjustments will apply to HMA placed under this specification unless the HMA is deemed exempt in accordance with Section 341.4.9.4., "Exempt Production."

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

Notify the Engineer of all material sources and before changing any material source or formulation. The Engineer will verify that the specification requirements are met when the Contractor makes a source or formulation change, and may require a new laboratory mixture design, trial batch, or both. The Engineer may sample and test project materials at any time during the project to verify specification compliance in accordance with Item 6, "Control of Materials."

2.1. **Aggregate.** Furnish aggregates from sources that conform to the requirements shown in Table 1 and as specified in this Section. Aggregate requirements in this Section, including those shown in Table 1, may be modified or eliminated when shown on the plans. Additional aggregate requirements may be specified when shown on the plans. Provide aggregate stockpiles that meet the definitions in this Section for coarse, intermediate, or fine aggregate. Aggregate from reclaimed asphalt pavement (RAP) is not required to meet Table 1 requirements unless otherwise shown on the plans. Supply aggregates that meet the definitions in Tex-100-E for crushed gravel or crushed stone. The Engineer will designate the plant or the quarry as the sampling location. Provide samples from materials produced for the project. The Engineer will establish the Surface Aggregate Classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1. Document all test results on the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis given in Tex-200-F, Part II.

2.1.1. **Coarse Aggregate.** Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Aggregates from sources listed in the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) are preapproved for use. Use only the rated values for hot-mix listed in the BRSQC. Rated values for surface treatment (ST) do not apply to coarse aggregate sources used in hot-mix asphalt.

For sources not listed on the Department's BRSQC:

- build an individual stockpile for each material;
- request the Department test the stockpile for specification compliance; and
- once approved, do not add material to the stockpile unless otherwise approved.

Provide aggregate from non-listed sources only when tested by the Engineer and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources.

Provide coarse aggregate with at least the minimum SAC shown on the plans. SAC requirements only apply to aggregates used on the surface of travel lanes. SAC requirements apply to aggregates used on surfaces

other than travel lanes when shown on the plans. The SAC for sources on the Department's *Aggregate Quality Monitoring Program* (AQMP) (Tex-499-A) is listed in the BRSQC.

2.1.1.1. **Blending Class A and Class B Aggregates.** Class B aggregate meeting all other requirements in Table 1 may be blended with a Class A aggregate to meet requirements for Class A materials. Ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source when blending Class A and B aggregates to meet a Class A requirement. Blend by volume if the bulk specific gravities of the Class A and B aggregates differ by more than 0.300. Coarse aggregate from RAP and Recycled Asphalt Shingles (RAS) will be considered as Class B aggregate for blending purposes.

The Engineer may perform tests at any time during production, when the Contractor blends Class A and B aggregates to meet a Class A requirement, to ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source. The Engineer will use the Department's mix design Excel template, when electing to verify conformance, to calculate the percent of Class A aggregate retained on the No. 4 sieve by inputting the bin percentages shown from readouts in the control room at the time of production and stockpile gradations measured at the time of production. The Engineer may determine the gradations based on either washed or dry sieve analysis from samples obtained from individual aggregate cold feed bins or aggregate stockpiles. The Engineer may perform spot checks using the gradations supplied by the Contractor on the mixture design report as an input for the Excel template; however, a failing spot check will require confirmation with a stockpile gradation determined by the Engineer.

2.1.1.2. **Micro-Deval Abrasion.** The Engineer will perform a minimum of one Micro-Deval abrasion test in accordance with Tex-461-A for each coarse aggregate source used in the mixture design that has a Rated Source Soundness Magnesium (RSSM) loss value greater than 15 as listed in the BRSQC. The Engineer will perform testing before the start of production and may perform additional testing at any time during production. The Engineer may obtain the coarse aggregate samples from each coarse aggregate source or may require the Contractor to obtain the samples. The Engineer may waive all Micro-Deval testing based on a satisfactory test history of the same aggregate source.

The Engineer will estimate the magnesium sulfate soundness loss for each coarse aggregate source, when tested, using the following formula:

$$Mg_{est.} = (RSSM)(MD_{act}/RSMD)$$

where:
$Mg_{est.}$ = magnesium sulfate soundness loss
$MD_{act.}$ = actual Micro-Deval percent loss
$RSMD$ = Rated Source Micro-Deval

When the estimated magnesium sulfate soundness loss is greater than the maximum magnesium sulfate soundness loss specified, the coarse aggregate source will not be allowed for use unless otherwise approved. The Engineer will consult the Geotechnical, Soils, and Aggregates Branch of the Construction Division, and additional testing may be required before granting approval.

2.1.2. **Intermediate Aggregate.** Aggregates not meeting the definition of coarse or fine aggregate will be defined as intermediate aggregate. Supply intermediate aggregates, when used, that are free from organic impurities. The Engineer may test the intermediate aggregate in accordance with Tex-408-A to verify the material is free from organic impurities. Supply intermediate aggregate from coarse aggregate sources, when used, that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count (Tex-460-A) and flat and elongated particles (Tex-280-F).

2.1.3. **Fine Aggregate.** Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2. Supply fine aggregates that are free

from organic impurities. The Engineer may test the fine aggregate in accordance with Tex-408-A to verify the material is free from organic impurities. No more than 15% of the total aggregate may be field sand or other uncrushed fine aggregate. Use fine aggregate, with the exception of field sand, from coarse aggregate sources that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve and verify that it meets the requirements in Table 1 for crushed face count (Tex-460-A) and flat and elongated particles (Tex-280-F).

Table 1
Aggregate Quality Requirements

Property	Test Method	Requirement
Coarse Aggregate		
SAC	Tex-499-A (AQMP)	As shown on the plans
Deleterious material, %, Max	Tex-217-F, Part I	1.5
Decantation, %, Max	Tex-217-F, Part II	1.5
Micro-Deval abrasion, %	Tex-461-A	Note[1]
Los Angeles abrasion, %, Max	Tex-410-A	40
Magnesium sulfate soundness, 5 cycles, %, Max	Tex-411-A	30
Crushed face count,[2] %, Min	Tex-460-A, Part I	85
Flat and elongated particles @ 5:1, %, Max	Tex-280-F	10
Fine Aggregate		
Linear shrinkage, %, Max	Tex-107-E	3
Combined Aggregate[3]		
Sand equivalent, %, Min	Tex-203-F	45

1. Used to estimate the magnesium sulfate soundness loss in accordance with Section 341.2.1.1.2., "Micro-Deval Abrasion."
2. Only applies to crushed gravel.
3. Aggregates, without mineral filler, RAP, RAS, or additives, combined as used in the job-mix formula (JMF).

Table 2
Gradation Requirements for Fine Aggregate

Sieve Size	% Passing by Weight or Volume
3/8"	100
#8	70–100
#200	0–30

2.2. **Mineral Filler.** Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Use no more than 2% hydrated lime or fly ash unless otherwise shown on the plans. Use no more than 1% hydrated lime if a substitute binder is used unless otherwise shown on the plans or allowed. Test all mineral fillers except hydrated lime and fly ash in accordance with Tex-107-E to ensure specification compliance. The plans may require or disallow specific mineral fillers. Provide mineral filler, when used, that:

- is sufficiently dry, free-flowing, and free from clumps and foreign matter as determined by the Engineer;
- does not exceed 3% linear shrinkage when tested in accordance with Tex-107-E; and
- meets the gradation requirements in Table 3.

Table 3
Gradation Requirements for Mineral Filler

Sieve Size	% Passing by Weight or Volume
#8	100
#200	55–100

2.3. **Baghouse Fines.** Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.

2.4. **Asphalt Binder.** Furnish the type and grade of performance-graded (PG) asphalt specified on the plans.

2.5. **Tack Coat.** Furnish CSS-1H, SS-1H, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, "Asphalts, Oils, and Emulsions." Specialized or preferred tack coat materials may be allowed or required when shown on the plans. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.

The Engineer will obtain at least one sample of the tack coat binder per project in accordance with Tex-500-C, Part III, and test it to verify compliance with Item 300, "Asphalts, Oils, and Emulsions." The Engineer will obtain the sample from the asphalt distributor immediately before use.

2.6. **Additives.** Use the type and rate of additive specified when shown on the plans. Additives that facilitate mixing, compaction, or improve the quality of the mixture are allowed when approved. Provide the Engineer with documentation such as the bill of lading showing the quantity of additives used in the project unless otherwise directed.

2.6.1. **Lime and Liquid Antistripping Agent.** When lime or a liquid antistripping agent is used, add in accordance with Item 301, "Asphalt Antistripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime into the drum.

2.6.2. **Warm Mix Asphalt (WMA).** Warm Mix Asphalt (WMA) is defined as HMA that is produced within a target temperature discharge range of 215°F and 275°F using approved WMA additives or processes from the Department's MPL.

WMA is allowed for use on all projects and is required when shown on the plans. When WMA is required, the maximum placement or target discharge temperature for WMA will be set at a value below 275°F.

Department-approved WMA additives or processes may be used to facilitate mixing and compaction of HMA produced at target discharge temperatures above 275°F; however, such mixtures will not be defined as WMA.

2.7. **Recycled Materials.** Use of RAP and RAS is permitted unless otherwise shown on the plans. Do not exceed the maximum allowable percentages of RAP and RAS shown in Table 4. The allowable percentages shown in Table 4 may be decreased or increased when shown on the plans. Determine asphalt binder content and gradation of the RAP and RAS stockpiles for mixture design purposes in accordance with Tex-236-F. The Engineer may verify the asphalt binder content of the stockpiles at any time during production. Perform other tests on RAP and RAS when shown on the plans. Asphalt binder from RAP and RAS is designated as recycled asphalt binder. Calculate and ensure that the ratio of the recycled asphalt binder to total binder does not exceed the percentages shown in Table 5 during mixture design and HMA production when RAP or RAS is used. Use a separate cold feed bin for each stockpile of RAP and RAS during HMA production.

Surface, intermediate, and base mixes referenced in Tables 4 and 5 are defined as follows:

- **Surface.** The final HMA lift placed at or near the top of the pavement structure;
- **Intermediate.** Mixtures placed below an HMA surface mix and less than or equal to 8.0 in. from the riding surface; and
- **Base.** Mixtures placed greater than 8.0 in. from the riding surface.

2.7.1. **RAP.** RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Crush or break RAP so that 100% of the particles pass the 2 in. sieve. Fractionated RAP is defined as 2 or more RAP stockpiles, divided into coarse and fine fractions.

Use of Contractor-owned RAP including HMA plant waste is permitted unless otherwise shown on the plans. Department-owned RAP stockpiles are available for the Contractor's use when the stockpile locations are shown on the plans. If Department-owned RAP is available for the Contractor's use, the Contractor may use Contractor-owned fractionated RAP and replace it with an equal quantity of Department-owned RAP. This allowance does not apply to a Contractor using unfractionated RAP. Department-owned RAP generated through required work on the Contract is available for the Contractor's use when shown on the plans.

Perform any necessary tests to ensure Contractor- or Department-owned RAP is appropriate for use. The Department will not perform any tests or assume any liability for the quality of the Department-owned RAP unless otherwise shown on the plans. The Contractor will retain ownership of RAP generated on the project when shown on the plans.

The coarse RAP stockpile will contain only material retained by processing over a 3/8-in. or 1/2-in. screen unless otherwise approved. The fine RAP stockpile will contain only material passing the 3/8-in. or 1/2-in. screen unless otherwise approved. The Engineer may allow the Contractor to use an alternate to the 3/8-in. or 1/2-in. screen to fractionate the RAP. The maximum percentages of fractionated RAP may be comprised of coarse or fine fractionated RAP or the combination of both coarse and fine fractionated RAP.

Do not use Department- or Contractor-owned RAP contaminated with dirt or other objectionable materials. Do not use Department- or Contractor-owned RAP if the decantation value exceeds 5% and the plasticity index is greater than 8. Test the stockpiled RAP for decantation in accordance with Tex-406-A, Part I. Determine the plasticity index in accordance with Tex-106-E if the decantation value exceeds 5%. The decantation and plasticity index requirements do not apply to RAP samples with asphalt removed by extraction or ignition.

Do not intermingle Contractor-owned RAP stockpiles with Department-owned RAP stockpiles. Remove unused Contractor-owned RAP material from the project site upon completion of the project. Return unused Department-owned RAP to the designated stockpile location.

Table 4
Maximum Allowable Amounts of RAP[1]

Maximum Allowable Fractionated RAP[2] (%)			Maximum Allowable Unfractionated RAP[3] (%)		
Surface	Intermediate	Base	Surface	Intermediate	Base
20.0	30.0	40.0	10.0	10.0	10.0

1. Must also meet the recycled binder to total binder ratio shown in Table 5.
2. Up to 5% RAS may be used separately or as a replacement for fractionated RAP.
3. Unfractionated RAP may not be combined with fractionated RAP or RAS.

2.7.2. RAS. Use of post-manufactured RAS or post-consumer RAS (tear-offs) is permitted unless otherwise shown on the plans. Up to 5% RAS may be used separately or as a replacement for fractionated RAP in accordance with Table 4 and Table 5. RAS is defined as processed asphalt shingle material from manufacturing of asphalt roofing shingles or from re-roofing residential structures. Post-manufactured RAS is processed manufacturer's shingle scrap by-product. Post-consumer RAS is processed shingle scrap removed from residential structures. Comply with all regulatory requirements stipulated for RAS by the TCEQ. RAS may be used separately or in conjunction with RAP.

Process the RAS by ambient grinding or granulating such that 100% of the particles pass the 3/8 in. sieve when tested in accordance with Tex-200-F, Part I. Perform a sieve analysis on processed RAS material before extraction (or ignition) of the asphalt binder.

Add sand meeting the requirements of Table 1 and Table 2 or fine RAP to RAS stockpiles if needed to keep the processed material workable. Any stockpile that contains RAS will be considered a RAS stockpile and be limited to no more than 5.0% of the HMA mixture in accordance with Table 4.

Certify compliance of the RAS with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines." Treat RAS as an established nonhazardous recyclable material if it has not come into contact with any hazardous materials. Use RAS from shingle sources on the Department's MPL. Remove substantially all materials before use that are not part of the shingle, such as wood, paper, metal, plastic, and felt paper. Determine the deleterious content of RAS material for mixture design purposes in accordance with Tex-217-F, Part III. Do not use RAS if deleterious materials are more than 0.5% of the stockpiled RAS unless otherwise approved. Submit a sample for approval before submitting the mixture design. The Department will perform the testing for deleterious material of RAS to determine specification compliance.

2.8. **Substitute Binders.** Unless otherwise shown on the plans, the Contractor may use a substitute PG binder listed in Table 5 instead of the PG binder originally specified, if the substitute PG binder and mixture made with the substitute PG binder meet the following:

- the substitute binder meets the specification requirements for the substitute binder grade in accordance with Section 300.2.10., "Performance-Graded Binders"; and
- the mixture has less than 10.0 mm of rutting on the Hamburg Wheel test (Tex-242-F) after the number of passes required for the originally specified binder. Use of substitute PG binders may only be allowed at the discretion of the Engineer if the Hamburg Wheel test results are between 10.0 mm and 12.5 mm.

Table 5
Allowable Substitute PG Binders and Maximum Recycled Binder Ratios

Originally Specified PG Binder	Allowable Substitute PG Binder	Maximum Ratio of Recycled Binder[1] to Total Binder (%)		
		Surface	Intermediate	Base
HMA				
76-22[2]	70-22 or 64-22	20.0	20.0	20.0
	70-28 or 64-28	30.0	35.0	40.0
70-22[2]	64-22	20.0	20.0	20.0
	64-28 or 58-28	30.0	35.0	40.0
64-22[2]	58-28	30.0	35.0	40.0
76-28[2]	70-28 or 64-28	20.0	20.0	20.0
	64-34	30.0	35.0	40.0
70-28[2]	64-28 or 58-28	20.0	20.0	20.0
	64-34 or 58-34	30.0	35.0	40.0
64-28[2]	58-28	20.0	20.0	20.0
	58-34	30.0	35.0	40.0
WMA[3]				
76-22[2]	70-22 or 64-22	30.0	35.0	40.0
70-22[2]	64-22 or 58-28	30.0	35.0	40.0
64-22[4]	58-28	30.0	35.0	40.0
76-28[2]	70-28 or 64-28	30.0	35.0	40.0
70-28[2]	64-28 or 58-28	30.0	35.0	40.0
64-28[4]	58-28	30.0	35.0	40.0

1. Combined recycled binder from RAP and RAS.
2. Use no more than 20.0% recycled binder when using this originally specified PG binder.
3. WMA as defined in Section 341.2.6.2., "Warm Mix Asphalt (WMA)."
4. When used with WMA, this originally specified PG binder is allowed for use at the maximum recycled binder ratios shown in this table.

3. EQUIPMENT

Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement."

4. CONSTRUCTION

Produce, haul, place, and compact the specified paving mixture. In addition to tests required by the specification, Contractors may perform other QC tests as deemed necessary. At any time during the project, the Engineer may perform production and placement tests as deemed necessary in accordance with Item 5, "Control of the Work." Schedule and participate in a mandatory pre-paving meeting with the Engineer on or before the first day of paving unless otherwise shown on the plans.

4.1. **Certification.** Personnel certified by the Department-approved hot-mix asphalt certification program must conduct all mixture designs, sampling, and testing in accordance with Table 6. Supply the Engineer with a list of certified personnel and copies of their current certificates before beginning production and when personnel changes are made. Provide a mixture design developed and signed by a Level 2 certified specialist. Provide Level 1A certified specialists at the plant during production operations. Provide Level 1B certified specialists to conduct placement tests.

Table 6
Test Methods, Test Responsibility, and Minimum Certification Levels

Test Description	Test Method	Contractor	Engineer	Level[1]
1. Aggregate and Recycled Material Testing				
Sampling	Tex-221-F	✓	✓	1A
Dry sieve	Tex-200-F, Part I	✓	✓	1A
Washed sieve	Tex-200-F, Part II	✓	✓	1A
Deleterious material	Tex-217-F, Parts I & III	✓	✓	1A
Decantation	Tex-217-F, Part II	✓	✓	1A
Los Angeles abrasion	Tex-410-A		✓	TxDOT
Magnesium sulfate soundness	Tex-411-A		✓	TxDOT
Micro-Deval abrasion	Tex-461-A		✓	2
Crushed face count	Tex-460-A	✓	✓	2
Flat and elongated particles	Tex-280-F	✓	✓	2
Linear shrinkage	Tex-107-E	✓	✓	2
Sand equivalent	Tex-203-F	✓	✓	2
Organic impurities	Tex-408-A	✓	✓	2
2. Asphalt Binder & Tack Coat Sampling				
Asphalt binder sampling	Tex-500-C, Part II	✓	✓	1A/1B
Tack coat sampling	Tex-500-C, Part III	✓	✓	1A/1B
3. Mix Design & Verification				
Design and JMF changes	Tex-204-F	✓	✓	2
Mixing	Tex-205-F	✓	✓	2
Molding (TGC)	Tex-206-F	✓	✓	1A
Molding (SGC)	Tex-241-F	✓	✓	1A
Laboratory-molded density	Tex-207-F	✓	✓	1A
VMA[2] (calculation only)	Tex-204-F	✓	✓	2
Rice gravity	Tex-227-F	✓	✓	1A
Ignition oven correction factors[3]	Tex-236-F	✓	✓	2
Indirect tensile strength	Tex-226-F	✓	✓	2
Hamburg Wheel test	Tex-242-F	✓	✓	2
Boil test	Tex-530-C	✓	✓	1A
4. Production Testing				
Selecting production random numbers	Tex-225-F, Part I		✓	1A
Mixture sampling	Tex-222-F	✓	✓	1A
Molding (TGC)	Tex-206-F	✓	✓	1A
Molding (SGC)	Tex-241-F	✓	✓	1A
Laboratory-molded density	Tex-207-F	✓	✓	1A
VMA[2] (calculation only)	Tex-204-F	✓	✓	1A
Rice gravity	Tex-227-F	✓	✓	1A
Gradation & asphalt binder content[3]	Tex-236-F	✓	✓	1A
Control charts	Tex-233-F	✓	✓	1A
Moisture content	Tex-212-F	✓	✓	1A
Hamburg Wheel test	Tex-242-F	✓	✓	2
Micro-Deval abrasion	Tex-461-A		✓	2
Boil test	Tex-530-C	✓	✓	1A
Absorn recovery	Tex-211-F		✓	TxDOT
Overlay test	Tex-248-F		✓	TxDOT
Cantabro loss	Tex-245-F		✓	2
5. Placement Testing				
Selecting placement random numbers	Tex-225-F, Part II		✓	1A/1B
Trimming roadway cores	Tex-207-F	✓	✓	1A/1B
In-place air voids	Tex-207-F	✓	✓	1A/1B
Establish rolling pattern	Tex-207-F	✓		1B
Control charts	Tex-233-F	✓	✓	1A
Ride quality measurement	Tex-1001-S	✓	✓	Note[4]
Segregation (density profile)	Tex-207-F, Part V	✓	✓	1B
Longitudinal joint density	Tex-207-F, Part VII	✓	✓	1B
Thermal profile	Tex-244-F	✓	✓	1B

1. Level 1A, 1B, and 2 are certification levels provided by the Hot Mix Asphalt Center certification program.
2. Voids in mineral aggregates.
3. Refer to Section 341.4.9.2.3., "Production Testing," for exceptions to using an ignition oven.
4. Profiler and operator are required to be certified at the Texas A&M Transportation Institute facility when Surface Test Type B is specified.

4.2. **Reporting and Responsibilities.** Use Department-provided Excel templates to record and calculate all test data, including mixture design, production and placement QC/QA, control charts, thermal profiles, segregation density profiles, and longitudinal joint density. Obtain the latest version of the Excel templates at http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/site-manager.html or from the Engineer. The Engineer and the Contractor will provide any available test results to the other party when requested. The maximum allowable time for the Contractor and Engineer to exchange test data is as given in Table 7 unless otherwise approved. The Engineer and the Contractor will immediately report to the other party any test result that requires suspension of production or placement, a payment penalty, or that fails to meet the specification requirements. Record and submit all test results and pertinent information on Department-provided Excel templates to the Engineer electronically by means of a portable USB flash drive, compact disc, or via email.

Subsequent sublots placed after test results are available to the Contractor, which require suspension of operations, may be considered unauthorized work. Unauthorized work will be accepted or rejected at the discretion of the Engineer in accordance with Article 5.3., "Conformity with Plans, Specifications, and Special Provisions."

Table 7
Reporting Schedule

Description	Reported By	Reported To	To Be Reported Within
Production Quality Control			
Gradation[1]	Contractor	Engineer	1 working day of completion of the sublot
Asphalt binder content[1]			
Laboratory-molded density[2]			
Moisture content[3]			
Boil test[3]			
Production Quality Assurance			
Gradation[3]	Engineer	Contractor	1 working day of completion of the sublot
Asphalt binder content[3]			
Laboratory-molded density[1]			
Hamburg Wheel test[2]			
Boil test[3]			
Binder tests[2]			
Placement Quality Control			
In-place air voids[2]	Contractor	Engineer	1 working day of completion of the lot
Segregation[1]			
Longitudinal joint density[1]			
Thermal profile[1]			
Placement Quality Assurance			
In-place air voids[1]	Engineer	Contractor	1 working day of receipt of the trimmed cores for in-place air voids[4]
Segregation[2]			
Longitudinal joint density[2]			
Thermal profile[2]			
Aging ratio[2]			
Pay adjustment summary	Engineer	Contractor	2 working days of performing all required tests and receiving Contractor test data

1. These tests are required on every sublot.
2. Optional test. To be reported as soon as results become available.
3. To be performed at the frequency specified on the plans.
4. 2 days are allowed if cores cannot be dried to constant weight within 1 day.

The Engineer will use the Department-provided Excel template to calculate all pay adjustment factors for the lot. Sublot samples may be discarded after the Engineer and Contractor sign off on the pay adjustment summary documentation for the lot.

Use the procedures described in Tex-233-F to plot the results of all quality control (QC) and quality assurance (QA) testing. Update the control charts as soon as test results for each sublot become available. Make the control charts readily accessible at the field laboratory. The Engineer may suspend production for failure to update control charts.

4.3. **Quality Control Plan (QCP).** Develop and follow the QCP in detail. Obtain approval for changes to the QCP made during the project. The Engineer may suspend operations if the Contractor fails to comply with the QCP.

Submit a written QCP before the mandatory pre-paving meeting. Receive approval of the QCP before beginning production. Include the following items in the QCP:

4.3.1. **Project Personnel.** For project personnel, include:

- a list of individuals responsible for QC with authority to take corrective action;
- current contact information for each individual listed; and
- current copies of certification documents for individuals performing specified QC functions.

4.3.2. **Material Delivery and Storage.** For material delivery and storage, include:

- the sequence of material processing, delivery, and minimum quantities to assure continuous plant operations;
- aggregate stockpiling procedures to avoid contamination and segregation;
- frequency, type, and timing of aggregate stockpile testing to assure conformance of material requirements before mixture production; and
- procedure for monitoring the quality and variability of asphalt binder.

4.3.3. **Production.** For production, include:

- loader operation procedures to avoid contamination in cold bins;
- procedures for calibrating and controlling cold feeds;
- procedures to eliminate debris or oversized material;
- procedures for adding and verifying rates of each applicable mixture component (e.g., aggregate, asphalt binder, RAP, RAS, lime, liquid antistrip, WMA);
- procedures for reporting job control test results; and
- procedures to avoid segregation and drain-down in the silo.

4.3.4. **Loading and Transporting.** For loading and transporting, include:

- type and application method for release agents; and
- truck loading procedures to avoid segregation.

4.3.5. **Placement and Compaction.** For placement and compaction, include:

- proposed agenda for mandatory pre-paving meeting, including date and location;
- proposed paving plan (e.g., paving widths, joint offsets, and lift thicknesses);
- type and application method for release agents in the paver and on rollers, shovels, lutes, and other utensils;
- procedures for the transfer of mixture into the paver, while avoiding segregation and preventing material spillage;
- process to balance production, delivery, paving, and compaction to achieve continuous placement operations and good ride quality;
- paver operations (e.g., operation of wings, height of mixture in auger chamber) to avoid physical and thermal segregation and other surface irregularities; and
- procedures to construct quality longitudinal and transverse joints.

4.4. **Mixture Design.**

4.4.1. **Design Requirements.** The Contractor may design the mixture using a Texas Gyratory Compactor (TGC) or a Superpave Gyratory Compactor (SGC) unless otherwise shown on the plans. Use the typical weight design example given in Tex-204-F, Part I, when using a TGC. Use the Superpave mixture design procedure given

in Tex-204-F, Part IV, when using a SGC. Design the mixture to meet the requirements listed in Tables 1, 2, 3, 4, 5, 8, 9, and 10.

4.4.1.1. **Target Laboratory-Molded Density When The TGC Is Used.** Design the mixture at a 96.5% target laboratory-molded density. Increase the target laboratory-molded density to 97.0% or 97.5% at the Contractor's discretion or when shown on the plans or specification.

4.4.1.2. **Design Number of Gyrations (Ndesign) When The SGC Is Used.** Design the mixture at 50 gyrations (Ndesign). Use a target laboratory-molded density of 96.0% to design the mixture; however, adjustments can be made to the Ndesign value as noted in Table 9. The Ndesign level may be reduced to no less than 35 gyrations at the Contractor's discretion.

Use an approved laboratory from the Department's MPL to perform the Hamburg Wheel test, and provide results with the mixture design, or provide the laboratory mixture and request that the Department perform the Hamburg Wheel test. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the laboratory mixture design.

The Engineer will provide the mixture design when shown on the plans. The Contractor may submit a new mixture design at any time during the project. The Engineer will verify and approve all mixture designs (JMF1) before the Contractor can begin production.

Provide the Engineer with a mixture design report using the Department-provided Excel template. Include the following items in the report:

- the combined aggregate gradation, source, specific gravity, and percent of each material used;
- asphalt binder content and aggregate gradation of RAP and RAS stockpiles;
- the target laboratory-molded density (or Ndesign level when using the SGC);
- results of all applicable tests;
- the mixing and molding temperatures;
- the signature of the Level 2 person or persons that performed the design;
- the date the mixture design was performed; and
- a unique identification number for the mixture design.

Table 8
Master Gradation Limits (% Passing by Weight or Volume) and VMA Requirements

Sieve Size	A Coarse Base	B Fine Base	C Coarse Surface	D Fine Surface	F Fine Mixture
2"	100.0[1]	–	–	–	–
1-1/2"	98.0–100.0	100.0[1]	–	–	–
1"	78.0–94.0	98.0–100.0	100.0[1]	–	–
3/4"	64.0–85.0	84.0–98.0	95.0–100.0	100.0[1]	–
1/2"	50.0–70.0	–	–	98.0–100.0	100.0[1]
3/8"	–	60.0–80.0	70.0–85.0	85.0–100.0	98.0–100.0
#4	30.0–50.0	40.0–60.0	43.0–63.0	50.0–70.0	70.0–90.0
#8	22.0–36.0	29.0–43.0	32.0–44.0	35.0–46.0	38.0–48.0
#30	8.0–23.0	13.0–28.0	14.0–28.0	15.0–29.0	12.0–27.0
#50	3.0–19.0	6.0–20.0	7.0–21.0	7.0–20.0	6.0–19.0
#200	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0
Design VMA, % Minimum					
–	12.0	13.0	14.0	15.0	16.0
Production (Plant-Produced) VMA, % Minimum					
–	11.5	12.5	13.5	14.5	15.5

1. Defined as maximum sieve size. No tolerance allowed.

Table 9
Laboratory Mixture Design Properties

Mixture Property	Test Method	Requirement
Target laboratory-molded density, % (TGC)	Tex-207-F	96.5[1]
Design gyrations (Ndesign for SGC)	Tex-241-F	50[2]
Indirect tensile strength (dry), psi	Tex-226-F	85–200[3]
Boil test[4]	Tex-530-C	–

1. Increase to 97.0% or 97.5% at the Contractor's discretion or when shown on the plans or specification.
2. Adjust within a range of 35–100 gyrations when shown on the plans or specification or when mutually agreed between the Engineer and Contractor.
3. The Engineer may allow the IDT strength to exceed 200 psi if the corresponding Hamburg Wheel rut depth is greater than 3.0 mm and less than 12.5 mm.
4. Used to establish baseline for comparison to production results. May be waived when approved.

Table 10
Hamburg Wheel Test Requirements

High-Temperature Binder Grade	Test Method	Minimum # of Passes[1] @ 12.5 mm[2] Rut Depth, Tested @ 50°C
PG 64 or lower	Tex-242-F	10,000
PG 70		15,000
PG 76 or higher		20,000

1. May be decreased or waived when shown on the plans.
2. When the rut depth at the required minimum number of passes is less than 3 mm, the Engineer may require the Contractor to increase the target laboratory-molded density (TGC) by 0.5% to no more than 97.5% or lower the Ndesign level (SGC) to no less than 35 gyrations.

4.4.2. **Job-Mix Formula Approval.** The job-mix formula (JMF) is the combined aggregate gradation, target laboratory-molded density (or Ndesign level), and target asphalt percentage used to establish target values for hot-mix production. JMF1 is the original laboratory mixture design used to produce the trial batch. When WMA is used, JMF1 may be designed and submitted to the Engineer without including the WMA additive. When WMA is used, document the additive or process used and recommended rate on the JMF1 submittal. The Engineer and the Contractor will verify JMF1 based on plant-produced mixture from the trial batch unless otherwise approved. The Engineer may accept an existing mixture design previously used on a Department project and may waive the trial batch to verify JMF1. The Department may require the Contractor to reimburse the Department for verification tests if more than 2 trial batches per design are required.

4.4.2.1. **Contractor's Responsibilities.**

4.4.2.1.1. **Providing Gyratory Compactor.** Use a TGC calibrated in accordance with Tex-914-K when electing or required to design the mixture in accordance with Tex-204-F, Part I, for molding production samples. Furnish an SGC calibrated in accordance with Tex-241-F when electing or required to design the mixture in accordance with Tex-204-F, Part IV, for molding production samples. Locate the SGC, if used, at the Engineer's field laboratory and make the SGC available to the Engineer for use in molding production samples.

4.4.2.1.2. **Gyratory Compactor Correlation Factors.** Use Tex-206-F, Part II, to perform a gyratory compactor correlation when the Engineer uses a different gyratory compactor. Apply the correlation factor to all subsequent production test results.

4.4.2.1.3. **Submitting JMF1.** Furnish a mix design report (JMF1) with representative samples of all component materials and request approval to produce the trial batch. Provide approximately 10,000 g of the design mixture if opting to have the Department perform the Hamburg Wheel test on the laboratory mixture, and request that the Department perform the test.

4.4.2.1.4. **Supplying Aggregates.** Provide approximately 40 lb. of each aggregate stockpile unless otherwise directed.

4.4.2.1.5. **Supplying Asphalt.** Provide at least 1 gal. of the asphalt material and sufficient quantities of any additives proposed for use.

4.4.2.1.6. **Ignition Oven Correction Factors.** Determine the aggregate and asphalt correction factors from the ignition oven in accordance with Tex-236-F. Provide the Engineer with split samples of the mixtures before the trial batch production, including all additives (except water), and blank samples used to determine the correction factors for the ignition oven used for QA testing during production. Correction factors established from a previously approved mixture design may be used for the current mixture design if the mixture design and ignition oven are the same as previously used, unless otherwise directed.

4.4.2.1.7. **Boil Test.** Perform the test and retain the tested sample from Tex-530-C until completion of the project or as directed. Use this sample for comparison purposes during production. The Engineer may waive the requirement for the boil test.

4.4.2.1.8. **Trial Batch Production.** Provide a plant-produced trial batch upon receiving conditional approval of JMF1 and authorization to produce a trial batch, including the WMA additive or process if applicable, for verification testing of JMF1 and development of JMF2. Produce a trial batch mixture that meets the requirements in Table 4, Table 5, and Table 11. The Engineer may accept test results from recent production of the same mixture instead of a new trial batch.

4.4.2.1.9. **Trial Batch Production Equipment.** Use only equipment and materials proposed for use on the project to produce the trial batch.

4.4.2.1.10. **Trial Batch Quantity.** Produce enough quantity of the trial batch to ensure that the mixture meets the specification requirements.

4.4.2.1.11. **Number of Trial Batches.** Produce trial batches as necessary to obtain a mixture that meets the specification requirements.

4.4.2.1.12. **Trial Batch Sampling.** Obtain a representative sample of the trial batch and split it into 3 equal portions in accordance with Tex-222-F. Label these portions as "Contractor," "Engineer," and "Referee." Deliver samples to the appropriate laboratory as directed.

4.4.2.1.13. **Trial Batch Testing.** Test the trial batch to ensure the mixture produced using the proposed JMF1 meets the mixture requirements in Table 11. Ensure the trial batch mixture is also in compliance with the Hamburg Wheel requirement in Table 10. Use a Department-approved laboratory to perform the Hamburg Wheel test on the trial batch mixture or request that the Department perform the Hamburg Wheel test. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the trial batch. Provide the Engineer with a copy of the trial batch test results.

4.4.2.1.14. **Development of JMF2.** Evaluate the trial batch test results after the Engineer grants full approval of JMF1 based on results from the trial batch, determine the optimum mixture proportions, and submit as JMF2. Adjust the asphalt binder content or gradation to achieve the specified target laboratory-molded density. The asphalt binder content established for JMF2 is not required to be within any tolerance of the optimum asphalt binder content established for JMF1; however, mixture produced using JMF2 must meet the voids in mineral aggregates (VMA) requirements for production shown in Table 8. If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform Tex-226-F on Lot 1 production to confirm the indirect tensile strength does not exceed 200 psi. Verify that JMF2 meets the mixture requirements in Table 5.

4.4.2.1.15. **Mixture Production.** Use JMF2 to produce Lot 1 as described in Section 341.4.9.3.1.1., "Lot 1 Placement," after receiving approval for JMF2 and a passing result from the Department's or a Department-approved laboratory's Hamburg Wheel test on the trial batch. If desired, proceed to Lot 1 production, once JMF2 is approved, at the Contractor's risk without receiving the results from the Department's Hamburg Wheel test on the trial batch.

Notify the Engineer if electing to proceed without Hamburg Wheel test results from the trial batch. Note that the Engineer may require up to the entire sublot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor's expense.

4.4.2.1.16. **Development of JMF3.** Evaluate the test results from Lot 1, determine the optimum mixture proportions, and submit as JMF3 for use in Lot 2.

4.4.2.1.17. **JMF Adjustments.** If JMF adjustments are necessary to achieve the specified requirements, make the adjustments before beginning a new lot. The adjusted JMF must:

- be provided to the Engineer in writing before the start of a new lot;
- be numbered in sequence to the previous JMF;
- meet the mixture requirements in Table 4 and Table 5;
- meet the master gradation limits shown in Table 8; and
- be within the operational tolerances of JMF2 listed in Table 11.

4.4.2.1.18. **Requesting Referee Testing.** Use referee testing, if needed, in accordance with Section 341.4.9.1., "Referee Testing," to resolve testing differences with the Engineer.

Table 11
Operational Tolerances

Description	Test Method	Allowable Difference Between Trial Batch and JMF1 Target	Allowable Difference from Current JMF Target	Allowable Difference between Contractor and Engineer[1]
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	Must be Within Master Grading Limits in Table 8	±5.0[2,3]	±5.0
Individual % retained for sieves smaller than #8 and larger than #200			±3.0[2,3]	±3.0
% passing the #200 sieve			±2.0[2,3]	±1.6
Asphalt binder content, %	Tex-236-F	±0.5	±0.3[3]	±0.3
Laboratory-molded density, %	Tex-207-F	±1.0	±1.0	±1.0
In-place air voids, %		N/A	N/A	±1.0
Laboratory-molded bulk specific gravity		N/A	N/A	±0.020
VMA, %, min	Tex-204-F	Note[4]	Note[4]	N/A
Theoretical maximum specific (Rice) gravity	Tex-227-F	N/A	N/A	±0.020

1. Contractor may request referee testing only when values exceed these tolerances.
2. When within these tolerances, mixture production gradations may fall outside the master grading limits; however, the % passing the #200 will be considered out of tolerance when outside the master grading limits.
3. Only applies to mixture produced for Lot 1 and higher.
4. Test and verify that Table 8 requirements are met.

4.4.2.2. **Engineer's Responsibilities.**

4.4.2.2.1. **Gyratory Compactor.** For mixtures designed in accordance with Tex-204-F, Part I, the Engineer will use a Department TGC, calibrated in accordance with Tex-914-K, to mold samples for trial batch and production testing. The Engineer will make the Department TGC and the Department field laboratory available to the Contractor for molding verification samples, if requested by the Contractor.

For mixtures designed in accordance with Tex-204-F, Part IV, the Engineer will use a Department SGC, calibrated in accordance with Tex-241-F, to mold samples for laboratory mixture design verification. For molding trial batch and production specimens, the Engineer will use the Contractor-provided SGC at the field laboratory or provide and use a Department SGC at an alternate location. The Engineer will make the Contractor-provided SGC in the Department field laboratory available to the Contractor for molding verification samples.

4.4.2.2.2. **Conditional Approval of JMF1 and Authorizing Trial Batch.** The Engineer will review and verify conformance of the following information within 2 working days of receipt:

- the Contractor's mix design report (JMF1);
- the Contractor-provided Hamburg Wheel test results;

- all required materials including aggregates, asphalt, additives, and recycled materials; and
- the mixture specifications.

The Engineer will grant the Contractor conditional approval of JMF1 if the information provided on the paper copy of JMF1 indicates that the Contractor's mixture design meets the specifications. When the Contractor does not provide Hamburg Wheel test results with laboratory mixture design, 10 working days are allowed for conditional approval of JMF1. The Engineer will base full approval of JMF1 on the test results on mixture from the trial batch.

Unless waived, the Engineer will determine the Micro-Deval abrasion loss in accordance with Section 341.2.1.1.2., "Micro-Deval Abrasion." If the Engineer's test results are pending after 2 working days, conditional approval of JMF1 will still be granted within 2 working days of receiving JMF1. When the Engineer's test results become available, they will be used for specification compliance.

After conditionally approving JMF1, including either Contractor- or Department-supplied Hamburg Wheel test results, the Contractor is authorized to produce a trial batch.

4.4.2.2.3. **Hamburg Wheel Testing of JMF1.** If the Contractor requests the option to have the Department perform the Hamburg Wheel test on the laboratory mixture, the Engineer will mold samples in accordance with Tex-242-F to verify compliance with the Hamburg Wheel test requirement in Table 10.

4.4.2.2.4. **Ignition Oven Correction Factors.** The Engineer will use the split samples provided by the Contractor to determine the aggregate and asphalt correction factors for the ignition oven used for QA testing during production in accordance with Tex-236-F.

4.4.2.2.5. **Testing the Trial Batch.** Within 1 full working day, the Engineer will sample and test the trial batch to ensure that the mixture meets the requirements in Table 11. If the Contractor requests the option to have the Department perform the Hamburg Wheel test on the trial batch mixture, the Engineer will mold samples in accordance with Tex-242-F to verify compliance with the Hamburg Wheel test requirement in Table 10.

The Engineer will have the option to perform the following tests on the trial batch:

- Tex-226-F, to verify that the indirect tensile strength meets the requirement shown in Table 9; and
- Tex-530-C, to retain and use for comparison purposes during production.

4.4.2.2.6. **Full Approval of JMF1.** The Engineer will grant full approval of JMF1 and authorize the Contractor to proceed with developing JMF2 if the Engineer's results for the trial batch meet the requirements in Table 11. The Engineer will notify the Contractor that an additional trial batch is required if the trial batch does not meet these requirements.

4.4.2.2.7. **Approval of JMF2.** The Engineer will approve JMF2 within one working day if the mixture meets the requirements in Table 5 and the gradation meets the master grading limits shown in Table 8. The asphalt binder content established for JMF2 is not required to be within any tolerance of the optimum asphalt binder content established for JMF1; however, mixture produced using JMF2 must meet the VMA requirements shown in Table 8. If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform Tex-226-F on Lot 1 production to confirm the indirect tensile strength does not exceed 200 psi.

4.4.2.2.8. **Approval of Lot 1 Production.** The Engineer will authorize the Contractor to proceed with Lot 1 production (using JMF2) as soon as a passing result is achieved from the Department's or a Department-approved laboratory's Hamburg Wheel test on the trial batch. The Contractor may proceed at its own risk with Lot 1 production without the results from the Hamburg Wheel test on the trial batch.

If the Department's or Department-approved laboratory's sample from the trial batch fails the Hamburg Wheel test, the Engineer will suspend production until further Hamburg Wheel tests meet the specified values. The Engineer may require up to the entire sublot of any mixture failing the Hamburg Wheel test be removed and replaced at the Contractor's expense.

4.4.2.2.9. **Approval of JMF3 and Subsequent JMF Changes.** JMF3 and subsequent JMF changes are approved if they meet the mixture requirements shown in Table 4, Table 5, and the master grading limits shown in Table 8, and are within the operational tolerances of JMF2 shown in Table 11.

4.5. **Production Operations.** Perform a new trial batch when the plant or plant location is changed. Take corrective action and receive approval to proceed after any production suspension for noncompliance to the specification. Submit a new mix design and perform a new trial batch when the asphalt binder content of:

- any RAP stockpile used in the mix is more than 0.5% higher than the value shown on the mixture design report; or
- RAS stockpile used in the mix is more than 2.0% higher than the value shown on the mixture design report.

4.5.1. **Storage and Heating of Materials.** Do not heat the asphalt binder above the temperatures specified in Item 300, "Asphalts, Oils, and Emulsions," or outside the manufacturer's recommended values. Provide the Engineer with daily records of asphalt binder and hot-mix asphalt discharge temperatures (in legible and discernible increments) in accordance with Item 320, "Equipment for Asphalt Concrete Pavement," unless otherwise directed. Do not store mixture for a period long enough to affect the quality of the mixture, nor in any case longer than 12 hr. unless otherwise approved.

4.5.2. **Mixing and Discharge of Materials.** Notify the Engineer of the target discharge temperature and produce the mixture within 25°F of the target. Monitor the temperature of the material in the truck before shipping to ensure that it does not exceed 350°F (or 275°F for WMA) and is not lower than 215°F. The Department will not pay for or allow placement of any mixture produced above 350°F.

Produce WMA within the target discharge temperature range of 215°F and 275°F when WMA is required. Take corrective action any time the discharge temperature of the WMA exceeds the target discharge range. The Engineer may suspend production operations if the Contractor's corrective action is not successful at controlling the production temperature within the target discharge range. Note that when WMA is produced, it may be necessary to adjust burners to ensure complete combustion such that no burner fuel residue remains in the mixture.

Control the mixing time and temperature so that substantially all moisture is removed from the mixture before discharging from the plant. Determine the moisture content, if requested, by oven-drying in accordance with Tex-212-F, Part II, and verify that the mixture contains no more than 0.2% of moisture by weight. Obtain the sample immediately after discharging the mixture into the truck, and perform the test promptly.

4.6. **Hauling Operations.** Clean all truck beds before use to ensure that mixture is not contaminated. Use a release agent shown on the Department's MPL to coat the inside bed of the truck when necessary.

Use equipment for hauling as defined in Section 341.4.7.3.3., "Hauling Equipment." Use other hauling equipment only when allowed.

4.7. **Placement Operations.** Collect haul tickets from each load of mixture delivered to the project and provide the Department's copy to the Engineer approximately every hour, or as directed. Use a hand-held thermal camera or infrared thermometer, when a thermal imaging system is not used, to measure and record the internal temperature of the mixture as discharged from the truck or Material Transfer Device (MTD) before or as the mix enters the paver and an approximate station number or GPS coordinates on each ticket. Calculate the daily yield and cumulative yield for the specified lift and provide to the Engineer at the end of paving operations for each day unless otherwise directed. The Engineer may suspend production if the Contractor fails to produce and provide haul tickets and yield calculations by the end of paving operations for each day.

Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Remove vegetation from pavement edges. Place the mixture to meet the typical section requirements and produce a smooth, finished surface with a uniform appearance and texture. Offset longitudinal joints of successive courses of hot-mix by at least 6 in. Place mixture so that longitudinal joints on the surface course coincide with lane lines, or as

directed. Ensure that all finished surfaces will drain properly. Place the mixture at the rate or thickness shown on the plans. The Engineer will use the guidelines in Table 12 to determine the compacted lift thickness of each layer when multiple lifts are required. The thickness determined is based on the rate of 110 lb./sq. yd. for each inch of pavement unless otherwise shown on the plans.

Table 12
Compacted Lift Thickness and Required Core Height

Mixture Type	Compacted Lift Thickness Guidelines		Minimum Untrimmed Core Height (in.) Eligible for Testing
	Minimum (in.)	Maximum (in.)	
A	3.00	6.00	2.00
B	2.50	5.00	1.75
C	2.00	4.00	1.50
D	1.50	3.00	1.25
F	1.25	2.50	1.25

4.7.1. **Weather Conditions.**

4.7.1.1. **When Using a Thermal Imaging System.** The Contractor may pave any time the roadway is dry and the roadway surface temperature is at least 32°F; however, the Engineer may restrict the Contractor from paving surface mixtures if the ambient temperature is likely to drop below 32°F within 12 hr. of paving. Provide output data from the thermal imaging system to demonstrate to the Engineer that no recurring severe thermal segregation exists in accordance with Section 341.4.7.3.1.2., "Thermal Imaging System."

4.7.1.2. **When Not Using a Thermal Imaging System.** Place mixture when the roadway surface temperature is at or above the temperatures listed in Table 13 unless otherwise approved or as shown on the plans. Measure the roadway surface temperature with a hand-held thermal camera or infrared thermometer. The Engineer may allow mixture placement to begin before the roadway surface reaches the required temperature if conditions are such that the roadway surface will reach the required temperature within 2 hr. of beginning placement operations. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable as determined by the Engineer. The Engineer may restrict the Contractor from paving if the ambient temperature is likely to drop below 32°F within 12 hr. of paving. .

Table 13
Minimum Pavement Surface Temperatures

Originally Specified High Temperature Binder Grade	Minimum Pavement Surface Temperatures (°F)	
	Subsurface Layers or Night Paving Operations	Surface Layers Placed in Daylight Operations
PG 64 or lower	45	50
PG 70	55[1]	60[1]
PG 76 or higher	60[1]	60[1]

1. Contractors may pave at temperatures 10°F lower than these values when utilizing a paving process including WMA or equipment that eliminates thermal segregation. In such cases, use a hand-held thermal camera operated in accordance with Tex-244-F to demonstrate to the satisfaction of the Engineer that the uncompacted mat has no more than 10°F of thermal segregation.

4.7.2. **Tack Coat.** Clean the surface before placing the tack coat. The Engineer will set the rate between 0.04 and 0.10 gal. of residual asphalt per square yard of surface area. Apply a uniform tack coat at the specified rate unless otherwise directed. Apply the tack coat in a uniform manner to avoid streaks and other irregular patterns. Apply a thin, uniform tack coat to all contact surfaces of curbs, structures, and all joints. Allow adequate time for emulsion to break completely before placing any material. Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures. Roll the tack coat with a pneumatic-tire roller to remove streaks and other irregular patterns when directed.

4.7.3. **Lay-Down Operations.**

4.7.3.1. **Thermal Profile.** Use a hand-held thermal camera or a thermal imaging system to obtain a continuous thermal profile in accordance with Tex-244-F. Thermal profiles are not applicable in areas described in Section 341.4.9.3.1.4., "Miscellaneous Areas."

4.7.3.1.1. **Thermal Segregation.**

4.7.3.1.1.1. **Moderate.** Any areas that have a temperature differential greater than 25°F, but not exceeding 50°F, are deemed as having moderate thermal segregation.

4.7.3.1.1.2. **Severe.** Any areas that have a temperature differential greater than 50°F are deemed as having severe thermal segregation.

4.7.3.1.2. **Thermal Imaging System.** Review the output results when a thermal imaging system is used, and provide the automated report described in Tex-244-F to the Engineer daily unless otherwise directed. Modify the paving process as necessary to eliminate any recurring (moderate or severe) thermal segregation identified by the thermal imaging system. The Engineer may suspend paving operations if the Contractor cannot successfully modify the paving process to eliminate recurring severe thermal segregation. Density profiles are not required and not applicable when using a thermal imaging system. Provide the Engineer with electronic copies of all daily data files that can be used with the thermal imaging system software to generate temperature profile plots upon completion of the project or as requested by the Engineer.

4.7.3.1.3. **Thermal Camera.** Take immediate corrective action to eliminate recurring moderate thermal segregation when a hand-held thermal camera is used. Evaluate areas with moderate thermal segregation by performing density profiles in accordance with Section 341.4.9.3.3.2., "Segregation (Density Profile)." Provide the Engineer with the thermal profile of every sublot within one working day of the completion of each lot. Report the results of each thermal profile in accordance with Section 341.4.2., "Reporting and Responsibilities." The Engineer will use a hand-held thermal camera to obtain a thermal profile at least once per project. No production or placement bonus will be paid for any sublot that contains severe thermal segregation. Suspend operations and take immediate corrective action to eliminate severe thermal segregation unless otherwise directed. Resume operations when the Engineer determines that subsequent production will meet the requirements of this Section. Evaluate areas with severe thermal segregation by performing density profiles in accordance with Section 341.4.9.3.3.2., "Segregation (Density Profile)." Remove and replace the material in any areas that have both severe thermal segregation and a failing result for Segregation (Density Profile) unless otherwise directed. The sublot in question may receive a production and placement bonus if applicable when the defective material is successfully removed and replaced.

4.7.3.2. **Windrow Operations.** Operate windrow pickup equipment so that when hot-mix is placed in windrows, substantially all the mixture deposited on the roadbed is picked up and loaded into the paver.

4.7.3.3. **Hauling Equipment.** Use belly dumps, live bottom, or end dump trucks to haul and transfer mixture; however, with exception of paving miscellaneous areas, end dump trucks are only allowed when used in conjunction with an MTD with remixing capability or when a thermal imaging system is used unless otherwise allowed.

4.7.3.4. **Screed Heaters.** Turn off screed heaters to prevent overheating of the mat if the paver stops for more than 5 min. The Engineer may evaluate the suspect area in accordance with Section 341.4.9.3.3.4., "Recovered Asphalt Dynamic Shear Rheometer (DSR)," if the screed heater remains on for more than 5 min. while the paver is stopped.

4.8. **Compaction.** Compact the pavement uniformly to contain between 3.8% and 8.5% in-place air voids. Take immediate corrective action to bring the operation within 3.8% and 8.5% when the in-place air voids exceed the range of these tolerances. The Engineer will allow paving to resume when the proposed corrective action is likely to yield between 3.8% and 8.5% in-place air voids.

Obtain cores in areas placed under Exempt Production, as directed, at locations determined by the Engineer. The Engineer may test these cores and suspend operations or require removal and replacement if the in-place air voids are less than 2.7% or more than 9.9%. Areas defined in Section 341.4.9.3.1.4., "Miscellaneous Areas," are not subject to in-place air void determination.

Furnish the type, size, and number of rollers required for compaction as approved. Use a pneumatic-tire roller to seal the surface unless excessive pickup of fines occurs. Use additional rollers as required to

remove any roller marks. Use only water or an approved release agent on rollers, tamps, and other compaction equipment unless otherwise directed.

Use the control strip method shown in Tex-207-F, Part IV, on the first day of production to establish the rolling pattern that will produce the desired in-place air voids unless otherwise directed.

Use tamps to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with rollers. The Engineer may require rolling with a trench roller on widened areas, in trenches, and in other limited areas.

Complete all compaction operations before the pavement temperature drops below 160°F unless otherwise allowed. The Engineer may allow compaction with a light finish roller operated in static mode for pavement temperatures below 160°F.

Allow the compacted pavement to cool to 160°F or lower before opening to traffic unless otherwise directed. Sprinkle the finished mat with water or limewater, when directed, to expedite opening the roadway to traffic.

4.9. **Acceptance Plan.** Pay adjustments for the material will be in accordance with Section 341.6., "Payment."

Sample and test the hot-mix on a lot and sublot basis. Suspend production until test results or other information indicates to the satisfaction of the Engineer that the next material produced or placed will result in pay factors of at least 1.000, if the production pay factor given in Section 341.6.1., "Production Pay Adjustment Factors," for 2 consecutive lots or the placement pay factor given in Section 341.6.2., "Placement Pay Adjustment Factors," for 2 consecutive lots is below 1.000.

4.9.1. **Referee Testing.** The Construction Division is the referee laboratory. The Contractor may request referee testing if a "remove and replace" condition is determined based on the Engineer's test results, or if the differences between Contractor and Engineer test results exceed the maximum allowable difference shown in Table 11 and the differences cannot be resolved. The Contractor may also request referee testing if the Engineer's test results require suspension of production and the Contractor's test results are within specification limits. Make the request within 5 working days after receiving test results and cores from the Engineer. Referee tests will be performed only on the sublot in question and only for the particular tests in question. Allow 10 working days from the time the referee laboratory receives the samples for test results to be reported. The Department may require the Contractor to reimburse the Department for referee tests if more than 3 referee tests per project are required and the Engineer's test results are closer to the referee test results than the Contractor's test results.

The Construction Division will determine the laboratory-molded density based on the molded specific gravity and the maximum theoretical specific gravity of the referee sample. The in-place air voids will be determined based on the bulk specific gravity of the cores, as determined by the referee laboratory and the Engineer's average maximum theoretical specific gravity for the lot. With the exception of "remove and replace" conditions, referee test results are final and will establish pay adjustment factors for the sublot in question. The Contractor may decline referee testing and accept the Engineer's test results when the placement pay adjustment factor for any sublot results in a "remove and replace" condition. Placement sublots subject to be removed and replaced will be further evaluated in accordance with Section 341.6.2.2., "Placement Sublots Subject to Removal and Replacement."

4.9.2. **Production Acceptance.**

4.9.2.1. **Production Lot.** A production lot consists of 4 equal sublots. The default quantity for Lot 1 is 1,000 tons; however, when requested by the Contractor, the Engineer may increase the quantity for Lot 1 to no more than 4,000 tons. The Engineer will select subsequent lot sizes based on the anticipated daily production such that approximately 3 to 4 sublots are produced each day. The lot size will be between 1,000 tons and 4,000 tons. The Engineer may change the lot size before the Contractor begins any lot.

If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform Tex-226-F on Lot 1 to

confirm the indirect tensile strength does not exceed 200 psi. Take corrective action to bring the mixture within specification compliance if the indirect tensile strength exceeds 200 psi unless otherwise directed.

4.9.2.1.1. **Incomplete Production Lots.** If a lot is begun but cannot be completed, such as on the last day of production or in other circumstances deemed appropriate, the Engineer may close the lot. Adjust the payment for the incomplete lot in accordance with Section 341.6.1., "Production Pay Adjustment Factors." Close all lots within 5 working days unless otherwise allowed.

4.9.2.2. **Production Sampling.**

4.9.2.2.1. **Mixture Sampling.** Obtain hot-mix samples from trucks at the plant in accordance with Tex-222-F. The sampler will split each sample into 3 equal portions in accordance with Tex-200-F and label these portions as "Contractor," "Engineer," and "Referee." The Engineer will perform or witness the sample splitting and take immediate possession of the samples labeled "Engineer" and "Referee." The Engineer will maintain the custody of the samples labeled "Engineer" and "Referee" until the Department's testing is completed.

4.9.2.2.1.1. **Random Sample.** At the beginning of the project, the Engineer will select random numbers for all production sublots. Determine sample locations in accordance with Tex-225-F. Take one sample for each sublot at the randomly selected location. The Engineer will perform or witness the sampling of production sublots.

4.9.2.2.1.2. **Blind Sample.** For one sublot per lot, the Engineer will obtain and test a "blind" sample instead of the random sample collected by the Contractor. Test either the "blind" or the random sample; however, referee testing (if applicable) will be based on a comparison of results from the "blind" sample. The location of the Engineer's "blind" sample will not be disclosed to the Contractor. The Engineer's "blind" sample may be randomly selected in accordance with Tex-225-F for any sublot or selected at the discretion of the Engineer. The Engineer will use the Contractor's split sample for sublots not sampled by the Engineer.

4.9.2.2.2. **Informational Cantabro and Overlay Testing.** When requested or shown on the plans, select one random sublot from Lot 2 or higher for Cantabro and Overlay testing during the first week of production. Obtain and provide the Engineer with approximately 90 lb. (40 kg) of mixture in sealed containers, boxes, or bags labeled with the Control-Section-Job (CSJ), mixture type, lot, and sublot number. The Engineer will ship the mixture to the Construction Division for Cantabro and Overlay testing. Results from these tests will not be used for specification compliance.

4.9.2.2.3. **Asphalt Binder Sampling.** Obtain a 1-qt. sample of the asphalt binder for each lot of mixture produced. Obtain the sample at approximately the same time the mixture random sample is obtained. Sample from a port located immediately upstream from the mixing drum or pug mill in accordance with Tex-500-C, Part II. Label the can with the corresponding lot and sublot numbers and deliver the sample to the Engineer. The Engineer may also obtain independent samples. If obtaining an independent asphalt binder sample, the Engineer will split a sample of the asphalt binder with the Contractor. The Engineer will test at least one asphalt binder sample per project to verify compliance with Item 300, "Asphalts, Oils, and Emulsions."

4.9.2.3. **Production Testing.** The Contractor and Engineer must perform production tests in accordance with Table 14. The Contractor has the option to verify the Engineer's test results on split samples provided by the Engineer. Determine compliance with operational tolerances listed in Table 11 for all sublots.

Take immediate corrective action if the Engineer's laboratory-molded density on any sublot is less than 95.0% or greater than 98.0% to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

The Engineer may allow alternate methods for determining the asphalt binder content and aggregate gradation if the aggregate mineralogy is such that Tex-236-F does not yield reliable results. Provide evidence that results from Tex-236-F are not reliable before requesting permission to use an alternate method unless otherwise directed. Use the applicable test procedure as directed if an alternate test method is allowed.

Table 14
Production and Placement Testing Frequency

Description	Test Method	Minimum Contractor Testing Frequency	Minimum Engineer Testing Frequency
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	1 per sublot	1 per 12 sublots[1]
Individual % retained for sieves smaller than #8 and larger than #200			
% passing the #200 sieve			
Laboratory-molded density	Tex-207-F	N/A	1 per sublot[1]
Laboratory-molded bulk specific gravity			
In-place air voids			
VMA	Tex-204-F		
Segregation (density profile)[2]	Tex-207-F, Part V	1 per sublot	1 per project
Longitudinal joint density	Tex-207-F, Part VII		
Moisture content	Tex-212-F, Part II	When directed	
Theoretical maximum specific (Rice) gravity	Tex-227-F	N/A	1 per sublot[1]
Asphalt binder content	Tex-236-F	1 per sublot	1 per lot[1]
Hamburg Wheel test	Tex-242-F	N/A	1 per project
Recycled Asphalt Shingles (RAS)[3]	Tex-217-F, Part III	N/A	
Thermal profile[2]	Tex-244-F	1 per sublot	
Asphalt binder sampling and testing	Tex-500-C	1 per lot (sample only)	
Tack coat sampling and testing	Tex-500-C, Part III	N/A	
Boil test[4]	Tex-530-C	1 per lot	
Cantabro loss[5]	Tex-245-F	1 per project (sample only)	
Overlay test[5]	Tex-248-F		

1. For production defined in Section 341.4.9.4., "Exempt Production," the Engineer will test one per day if 100 tons or more are produced. For Exempt Production, no testing is required when less than 100 tons are produced.
2. Not required when a thermal imaging system is used.
3. Testing performed by the Construction Division or designated laboratory.
4. The Engineer may reduce or waive the sampling and testing requirements based on a satisfactory test history.
5. Testing performed by the Construction Division and for informational purposes only.

4.9.2.4. **Operational Tolerances.** Control the production process within the operational tolerances listed in Table 11. When production is suspended, the Engineer will allow production to resume when test results or other information indicates the next mixture produced will be within the operational tolerances.

4.9.2.4.1. **Gradation.** Suspend operation and take corrective action if any aggregate is retained on the maximum sieve size shown in Table 8. A sublot is defined as out of tolerance if either the Engineer's or the Contractor's test results are out of operational tolerance. Suspend production when test results for gradation exceed the operational tolerances for 3 consecutive sublots on the same sieve or 4 consecutive sublots on any sieve unless otherwise directed. The consecutive sublots may be from more than one lot.

4.9.2.4.2. **Asphalt Binder Content.** A sublot is defined as out of operational tolerance if either the Engineer's or the Contractor's test results exceed the values listed in Table 11. No production or placement bonus will be paid for any sublot that is out of operational tolerance for asphalt binder content. Suspend production and shipment of the mixture if the Engineer's or the Contractor's asphalt binder content deviates from the current JMF by more than 0.5% for any sublot.

4.9.2.4.3. **Voids in Mineral Aggregates (VMA).** The Engineer will determine the VMA for every sublot. For sublots when the Engineer does not determine asphalt binder content, the Engineer will use the asphalt binder content results from QC testing performed by the Contractor to determine VMA.

Take immediate corrective action if the VMA value for any sublot is less than the minimum VMA requirement for production listed in Table 8. Suspend production and shipment of the mixture if the Engineer's VMA results on 2 consecutive sublots are below the minimum VMA requirement for production listed in Table 8. No production or placement bonus will be paid for any sublot that does not meet the minimum VMA requirement for production listed in Table 8 based on the Engineer's VMA determination.

Suspend production and shipment of the mixture if the Engineer's VMA result is more than 0.5% below the minimum VMA requirement for production listed in Table 8. In addition to suspending production, the Engineer may require removal and replacement or may allow the sublot to be left in place without payment.

4.9.2.4.4. **Hamburg Wheel Test.** The Engineer may perform a Hamburg Wheel test at any time during production, including when the boil test indicates a change in quality from the materials submitted for JMF1. In addition to testing production samples, the Engineer may obtain cores and perform Hamburg Wheel tests on any areas of the roadway where rutting is observed. Suspend production until further Hamburg Wheel tests meet the specified values when the production or core samples fail the Hamburg Wheel test criteria in Table 10. Core samples, if taken, will be obtained from the center of the finished mat or other areas excluding the vehicle wheel paths. The Engineer may require up to the entire sublot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor's expense.

If the Department's or Department approved laboratory's Hamburg Wheel test results in a "remove and replace" condition, the Contractor may request that the Department confirm the results by re-testing the failing material. The Construction Division will perform the Hamburg Wheel tests and determine the final disposition of the material in question based on the Department's test results.

4.9.2.5. **Individual Loads of Hot-Mix.** The Engineer can reject individual truckloads of hot-mix. When a load of hot-mix is rejected for reasons other than temperature, contamination, or excessive uncoated particles, the Contractor may request that the rejected load be tested. Make this request within 4 hr. of rejection. The Engineer will sample and test the mixture. If test results are within the operational tolerances shown in Table 11, payment will be made for the load. If test results are not within operational tolerances, no payment will be made for the load.

4.9.3. **Placement Acceptance.**

4.9.3.1. **Placement Lot.** A placement lot consists of 4 placement sublots. A placement sublot consists of the area placed during a production sublot.

4.9.3.1.1. **Lot 1 Placement.** Placement bonuses for Lot 1 will be in accordance with Section 341.6.2., "Placement Pay Adjustment Factors"; however, no placement penalty will be assessed for any sublot placed in Lot 1 when the in-place air voids are greater than or equal to 2.7% and less than or equal to 9.9%. Remove and replace any sublot with in-place air voids less than 2.7% or greater than 9.9%.

4.9.3.1.2. **Incomplete Placement Lots.** An incomplete placement lot consists of the area placed as described in Section 341.4.9.2.1.1., "Incomplete Production Lots," excluding areas defined in Section 341.4.9.3.1.4., "Miscellaneous Areas." Placement sampling is required if the random sample plan for production resulted in a sample being obtained from an incomplete production sublot.

4.9.3.1.3. **Shoulders, Ramps, Etc.** Shoulders, ramps, intersections, acceleration lanes, deceleration lanes, and turn lanes are subject to in-place air void determination and pay adjustments unless designated on the plans as not eligible for in-place air void determination. Intersections may be considered miscellaneous areas when determined by the Engineer.

4.9.3.1.4. **Miscellaneous Areas.** Miscellaneous areas include areas that typically involve significant handwork or discontinuous paving operations, such as temporary detours, driveways, mailbox turnouts, crossovers, gores, spot level-up areas, and other similar areas. Temporary detours are subject to in-place air void determination when shown on the plans. Miscellaneous areas also include level-ups and thin overlays when the layer thickness specified on the plans is less than the minimum untrimmed core height eligible for testing shown in Table 12. The specified layer thickness is based on the rate of 110 lb./sq. yd. for each inch of pavement unless another rate is shown on the plans. When "level up" is listed as part of the item bid description code, a pay adjustment factor of 1.000 will be assigned for all placement sublots as described in Section 341.6, "Payment." Miscellaneous areas are not eligible for random placement sampling locations. Compact miscellaneous areas in accordance with Section 341.4.8., "Compaction." Miscellaneous areas are not subject to in-place air void determination, thermal profiles testing, segregation (density profiles), or longitudinal joint density evaluations.

4.9.3.2. **Placement Sampling.** The Engineer will select random numbers for all placement sublots at the beginning of the project. The Engineer will provide the Contractor with the placement random numbers immediately after the sublot is completed. Mark the roadway location at the completion of each sublot and record the station number. Determine one random sample location for each placement sublot in accordance with Tex-225-F. Adjust the random sample location by no more than necessary to achieve a 2-ft. clearance if the location is within 2 ft. of a joint or pavement edge.

Shoulders, ramps, intersections, acceleration lanes, deceleration lanes, and turn lanes are always eligible for selection as a random sample location; however, if a random sample location falls on one of these areas and the area is designated on the plans as not subject to in-place air void determination, cores will not be taken for the sublot and a 1.000 pay factor will be assigned to that sublot.

Provide the equipment and means to obtain and trim roadway cores on site. On-site is defined as in close proximity to where the cores are taken. Obtain the cores within one working day of the time the placement sublot is completed unless otherwise approved. Obtain two 6-in. diameter cores side-by-side from within 1 ft. of the random location provided for the placement sublot. For Type D and Type F mixtures, 4-in. diameter cores are allowed. Mark the cores for identification, measure and record the untrimmed core height, and provide the information to the Engineer. The Engineer will witness the coring operation and measurement of the core thickness. Visually inspect each core and verify that the current paving layer is bonded to the underlying layer. Take corrective action if an adequate bond does not exist between the current and underlying layer to ensure that an adequate bond will be achieved during subsequent placement operations.

Trim the cores immediately after obtaining the cores from the roadway in accordance with Tex-207-F if the core heights meet the minimum untrimmed value listed in Table 12. Trim the cores on site in the presence of the Engineer. Use a permanent marker or paint pen to record the lot and sublot numbers on each core as well as the designation as Core A or B. The Engineer may require additional information to be marked on the core and may choose to sign or initial the core. The Engineer will take custody of the cores immediately after they are trimmed and will retain custody of the cores until the Department's testing is completed. Before turning the trimmed cores over to the Engineer, the Contractor may wrap the trimmed cores or secure them in a manner that will reduce the risk of possible damage occurring during transport by the Engineer. After testing, the Engineer will return the cores to the Contractor.

The Engineer may have the cores transported back to the Department's laboratory at the HMA plant via the Contractor's haul truck or other designated vehicle. In such cases where the cores will be out of the Engineer's possession during transport, the Engineer will use Department-provided security bags and the Roadway Core Custody protocol located at http://www.txdot.gov/business/specifications.htm to provide a secure means and process that protects the integrity of the cores during transport.

Decide whether to include the pair of cores in the air void determination for that sublot if the core height before trimming is less than the minimum untrimmed value shown in Table 12. Trim the cores as described above before delivering to the Engineer if electing to have the cores included in the air void determination. Deliver untrimmed cores to the Engineer and inform the Engineer of the decision to not have the cores included in air void determination if electing to not have the cores included in air void determination. The placement pay factor for the sublot will be 1.000 if cores will not be included in air void determination.

Instead of the Contractor trimming the cores on site immediately after coring, the Engineer and the Contractor may mutually agree to have the trimming operations performed at an alternate location such as a field laboratory or other similar location. In such cases, the Engineer will take possession of the cores immediately after they are obtained from the roadway and will retain custody of the cores until testing is completed. Either the Department or Contractor representative may perform trimming of the cores. The Engineer will witness all trimming operations in cases where the Contractor representative performs the trimming operation.

Dry the core holes and tack the sides and bottom immediately after obtaining the cores. Fill the hole with the same type of mixture and properly compact the mixture. Repair core holes with other methods when approved.

4.9.3.3. **Placement Testing.** Perform placement tests in accordance with Table 14. After the Engineer returns the cores, the Contractor may test the cores to verify the Engineer's test results for in-place air voids. The allowable differences between the Contractor's and Engineer's test results are listed in Table 11.

4.9.3.3.1. **In-Place Air Voids.** The Engineer will measure in-place air voids in accordance with Tex-207-F and Tex-227-F. Before drying to a constant weight, cores may be pre-dried using a Corelok or similar vacuum device to remove excess moisture. The Engineer will average the values obtained for all sublots in the production lot to determine the theoretical maximum specific gravity. The Engineer will use the average air void content for in-place air voids.

The Engineer will use the vacuum method to seal the core if required by Tex-207-F. The Engineer will use the test results from the unsealed core to determine the placement pay adjustment factor if the sealed core yields a higher specific gravity than the unsealed core. After determining the in-place air void content, the Engineer will return the cores and provide test results to the Contractor.

4.9.3.3.2. **Segregation (Density Profile).** Test for segregation using density profiles in accordance with Tex-207-F, Part V. Density profiles are not required and are not applicable when using a thermal imaging system. Density profiles are not applicable in areas described in Section 341.4.9.3.1.4., "Miscellaneous Areas."

Perform a density profile every time the paver stops for more than 60 sec. on areas that are identified by either the Contractor or the Engineer as having thermal segregation and on any visibly segregated areas unless otherwise approved. Perform a minimum of one profile per sublot if the paver does not stop for more than 60 sec. and there are no visibly segregated areas or areas that are identified as having thermal segregation.

Provide the Engineer with the density profile of every sublot in the lot within one working day of the completion of each lot. Report the results of each density profile in accordance with Section 341.4.2., "Reporting and Responsibilities."

The density profile is considered failing if it exceeds the tolerances in Table 15. No production or placement bonus will be paid for any sublot that contains a failing density profile. When a hand-held thermal camera is used instead of a thermal imaging system, the Engineer will measure the density profile at least once per project. The Engineer's density profile results will be used when available. The Engineer may require the Contractor to remove and replace the area in question if the area fails the density profile and has surface irregularities as defined in Section 341.4.9.3.3.5., "Irregularities." The sublot in question may receive a production and placement bonus if applicable when the defective material is successfully removed and replaced.

Investigate density profile failures and take corrective actions during production and placement to eliminate the segregation. Suspend production if 2 consecutive density profiles fail unless otherwise approved. Resume production after the Engineer approves changes to production or placement methods.

Table 15
Segregation (Density Profile) Acceptance Criteria

Mixture Type	Maximum Allowable Density Range (Highest to Lowest)	Maximum Allowable Density Range (Average to Lowest)
Type A & Type B	8.0 pcf	5.0 pcf
Type C, Type D & Type F	6.0 pcf	3.0 pcf

4.9.3.3.3. **Longitudinal Joint Density.**

4.9.3.3.3.1. **Informational Tests.** Perform joint density evaluations while establishing the rolling pattern and verify that the joint density is no more than 3.0 pcf below the density taken at or near the center of the mat. Adjust the rolling pattern, if needed, to achieve the desired joint density. Perform additional joint density evaluations, at least once per sublot, unless otherwise directed.

4.9.3.3.3.2. **Record Tests.** Perform a joint density evaluation for each sublot at each pavement edge that is or will become a longitudinal joint. Joint density evaluations are not applicable in areas described in Section 341.4.9.3.1.4., "Miscellaneous Areas." Determine the joint density in accordance with Tex-207-F, Part VII. Record the joint density information and submit results on Department forms to the Engineer. The evaluation is considered failing if the joint density is more than 3.0 pcf below the density taken at the core random sample location and the correlated joint density is less than 90.0%. The Engineer will make independent joint density verification at least once per project and may make independent joint density verifications at the random sample locations. The Engineer's joint density test results will be used when available.

Provide the Engineer with the joint density of every sublot in the lot within one working day of the completion of each lot. Report the results of each joint density in accordance with Section 341.4.2., "Reporting and Responsibilities."

Investigate joint density failures and take corrective actions during production and placement to improve the joint density. Suspend production if the evaluations on 2 consecutive sublots fail unless otherwise approved. Resume production after the Engineer approves changes to production or placement methods.

4.9.3.3.4. **Recovered Asphalt Dynamic Shear Rheometer (DSR).** The Engineer may take production samples or cores from suspect areas of the project to determine recovered asphalt properties. Asphalt binders with an aging ratio greater than 3.5 do not meet the requirements for recovered asphalt properties and may be deemed defective when tested and evaluated by the Construction Division. The aging ratio is the DSR value of the extracted binder divided by the DSR value of the original unaged binder. Obtain DSR values in accordance with AASHTO T 315 at the specified high temperature performance grade of the asphalt. The Engineer may require removal and replacement of the defective material at the Contractor's expense. The asphalt binder will be recovered for testing from production samples or cores in accordance with Tex-211-F.

4.9.3.3.5. **Irregularities.** Identify and correct irregularities including segregation, rutting, raveling, flushing, fat spots, mat slippage, irregular color, irregular texture, roller marks, tears, gouges, streaks, uncoated aggregate particles, or broken aggregate particles. The Engineer may also identify irregularities, and in such cases, the Engineer will promptly notify the Contractor. If the Engineer determines that the irregularity will adversely affect pavement performance, the Engineer may require the Contractor to remove and replace (at the Contractor's expense) areas of the pavement that contain irregularities and areas where the mixture does not bond to the existing pavement.

If irregularities are detected, the Engineer may require the Contractor to immediately suspend operations or may allow the Contractor to continue operations for no more than one day while the Contractor is taking appropriate corrective action.

4.9.4. **Exempt Production.** The Engineer may deem the mixture as exempt production for the following conditions:

- anticipated daily production is less than 1,000 tons;
- total production for the project is less than 5,000 tons;
- when mutually agreed between the Engineer and the Contractor; or
- when shown on the plans.

For exempt production, the Contractor is relieved of all production and placement sampling and testing requirements, and the production and placement pay factors are 1.000. All other specification requirements apply, and the Engineer will perform acceptance tests for production and placement listed in Table 14 when 100 tons or more per day are produced.

For exempt production:

- produce, haul, place, and compact the mixture in compliance with the specification and as directed;
- control mixture production to yield a laboratory-molded density that is within ±1.0% of the target laboratory-molded density as tested by the Engineer;
- compact the mixture in accordance with Section 341.4.8., "Compaction"; and

- when a thermal imaging system is not used, the Engineer may perform segregation (density profiles) and thermal profiles in accordance with the specification.

4.9.5. **Ride Quality.** Measure ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

5. MEASUREMENT

Hot mix will be measured by the ton of composite hot-mix, which includes asphalt, aggregate, and additives. Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment."

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under Section 341.5., "Measurement," will be paid for at the unit bid price for "Dense Graded Hot-Mix Asphalt" of the mixture type, SAC, and binder specified. These prices are full compensation for surface preparation, materials including tack coat, placement, equipment, labor, tools, and incidentals.

Pay adjustments for bonuses and penalties will be applied as determined in this Item; however, a pay adjustment factor of 1.000 will be assigned for all placement sublots for "level ups" only when "level up" is listed as part of the item bid description code. A pay adjustment factor of 1.000 will be assigned to all production and placement sublots when "exempt" is listed as part of the item bid description code.

Payment for each sublot, including applicable pay adjustment bonuses, will only be paid for sublots when the Contractor supplies the Engineer with the required documentation for production and placement QC/QA, thermal profiles, segregation density profiles, and longitudinal joint densities in accordance with Section 341.4.2., "Reporting and Responsibilities." When a thermal imaging system is used, documentation is not required for thermal profiles or segregation density profiles on individual sublots; however, the thermal imaging system automated reports described in Tex-244-F are required.

Trial batches will not be paid for unless they are included in pavement work approved by the Department.

Pay adjustment for ride quality will be determined in accordance with Item 585, "Ride Quality for Pavement Surfaces."

6.1. **Production Pay Adjustment Factors.** The production pay adjustment factor is based on the laboratory-molded density using the Engineer's test results. A pay adjustment factor will be determined from Table 16 for each sublot using the deviation from the target laboratory-molded density defined in Table 9. The production pay adjustment factor for completed lots will be the average of the pay adjustment factors for the 4 sublots sampled within that lot.

Table 16
Production Pay Adjustment Factors for Laboratory-Molded Density[1]

Absolute Deviation from Target Laboratory-Molded Density	Production Pay Adjustment Factor (Target Laboratory-Molded Density)
0.0	1.050
0.1	1.050
0.2	1.050
0.3	1.044
0.4	1.038
0.5	1.031
0.6	1.025
0.7	1.019
0.8	1.013
0.9	1.006
1.0	1.000
1.1	0.965
1.2	0.930
1.3	0.895
1.4	0.860
1.5	0.825
1.6	0.790
1.7	0.755
1.8	0.720
> 1.8	Remove and replace

1. If the Engineer's laboratory-molded density on any sublot is less than 95.0% or greater than 98.0%, take immediate corrective action to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

6.1.1. **Payment for Incomplete Production Lots.** Production pay adjustments for incomplete lots, described under Section 341.4.9.2.1.1., "Incomplete Production Lots," will be calculated using the average production pay factors from all sublots sampled. A production pay factor of 1.000 will be assigned to any lot when the random sampling plan did not result in collection of any samples.

6.1.2. **Production Sublots Subject to Removal and Replacement.** If after referee testing, the laboratory-molded density for any sublot results in a "remove and replace" condition as listed in Table 16, the Engineer may require removal and replacement or may allow the sublot to be left in place without payment. The Engineer may also accept the sublot in accordance with Section 5.3.1., "Acceptance of Defective or Unauthorized Work." Replacement material meeting the requirements of this Item will be paid for in accordance with this Section.

6.2. **Placement Pay Adjustment Factors.** The placement pay adjustment factor is based on in-place air voids using the Engineer's test results. A pay adjustment factor will be determined from Table 17 for each sublot that requires in-place air void measurement. A placement pay adjustment factor of 1.000 will be assigned to the entire sublot when the random sample location falls in an area designated on the plans as not subject to in-place air void determination. A placement pay adjustment factor of 1.000 will be assigned to quantities placed in areas described in Section 341.4.9.3.1.4., "Miscellaneous Areas." The placement pay adjustment factor for completed lots will be the average of the placement pay adjustment factors for up to 4 sublots within that lot.

Table 17
Placement Pay Adjustment Factors for In-Place Air Voids

In-Place Air Voids	Placement Pay Adjustment Factor	In-Place Air Voids	Placement Pay Adjustment Factor
< 2.7	Remove and Replace	6.4	1.042
2.7	0.710	6.5	1.040
2.8	0.740	6.6	1.038
2.9	0.770	6.7	1.036
3.0	0.800	6.8	1.034
3.1	0.830	6.9	1.032
3.2	0.860	7.0	1.030
3.3	0.890	7.1	1.028
3.4	0.920	7.2	1.026
3.5	0.950	7.3	1.024
3.6	0.980	7.4	1.022
3.7	0.998	7.5	1.020
3.8	1.002	7.6	1.018
3.9	1.006	7.7	1.016
4.0	1.010	7.8	1.014
4.1	1.014	7.9	1.012
4.2	1.018	8.0	1.010
4.3	1.022	8.1	1.008
4.4	1.026	8.2	1.006
4.5	1.030	8.3	1.004
4.6	1.034	8.4	1.002
4.7	1.038	8.5	1.000
4.8	1.042	8.6	0.998
4.9	1.046	8.7	0.996
5.0	1.050	8.8	0.994
5.1	1.050	8.9	0.992
5.2	1.050	9.0	0.990
5.3	1.050	9.1	0.960
5.4	1.050	9.2	0.930
5.5	1.050	9.3	0.900
5.6	1.050	9.4	0.870
5.7	1.050	9.5	0.840
5.8	1.050	9.6	0.810
5.9	1.050	9.7	0.780
6.0	1.050	9.8	0.750
6.1	1.048	9.9	0.720
6.2	1.046	> 9.9	Remove and Replace
6.3	1.044		

6.2.1. **Payment for Incomplete Placement Lots.** Pay adjustments for incomplete placement lots described under Section 341.4.9.3.1.2., "Incomplete Placement Lots," will be calculated using the average of the placement pay factors from all sublots sampled and sublots where the random location falls in an area designated on the plans as not eligible for in-place air void determination. A placement pay adjustment factor of 1.000 will be assigned to any lot when the random sampling plan did not result in collection of any samples.

6.2.2. **Placement Sublots Subject to Removal and Replacement.** If after referee testing, the placement pay adjustment factor for any sublot results in a "remove and replace" condition as listed in Table 17, the Engineer will choose the location of 2 cores to be taken within 3 ft. of the original failing core location. The Contractor will obtain the cores in the presence of the Engineer. The Engineer will take immediate possession of the untrimmed cores and submit the untrimmed cores to the Construction Division, where they will be trimmed if necessary and tested for bulk specific gravity within 10 working days of receipt.

The average bulk specific gravity of the cores will be divided by the Engineer's average maximum theoretical specific gravity for that lot to determine the new pay adjustment factor of the sublot in question. If the new pay adjustment factor is 0.700 or greater, the new pay adjustment factor will apply to that sublot. If the new pay adjustment factor is less than 0.700, no payment will be made for the sublot. Remove and replace the

failing sublot, or the Engineer may allow the sublot to be left in place without payment. The Engineer may also accept the sublot in accordance with Section 5.3.1., "Acceptance of Defective or Unauthorized Work." Replacement material meeting the requirements of this Item will be paid for in accordance with this Section.

6.3. **Total Adjusted Pay Calculation.** Total adjusted pay (TAP) will be based on the applicable pay adjustment factors for production and placement for each lot.

$TAP = (A+B)/2$

where:
A = Bid price × production lot quantity × average pay adjustment factor for the production lot
B = Bid price × placement lot quantity × average pay adjustment factor for the placement lot + (bid price × quantity placed in miscellaneous areas × 1.000)

Production lot quantity = Quantity actually placed - quantity left in place without payment

Placement lot quantity = Quantity actually placed - quantity left in place without payment - quantity placed in miscellaneous areas

Item 360
Concrete Pavement

1. DESCRIPTION

Construct hydraulic cement concrete pavement with or without curbs on the concrete pavement.

2. MATERIALS

2.1. **Hydraulic Cement Concrete.** Provide hydraulic cement concrete in accordance with Item 421, "Hydraulic Cement Concrete." Use compressive strength testing unless otherwise shown on the plans. Provide Class P concrete designed to meet a minimum average compressive strength of 3,200 psi or a minimum average flexural strength of 450 psi at 7 days or a minimum average compressive strength of 4,000 psi or a minimum average flexural strength of 570 psi at 28 days. Test in accordance with Tex-448-A or Tex-418-A.

Obtain written approval if the concrete mix design exceeds 520 lb. of cementitious material.

Use coarse aggregates for continuously reinforced concrete pavements to produce concrete with a coefficient of thermal expansion not more than 5.5×10^{-6} in./in./°F. Provide satisfactory Tex-428-A test data from an approved testing laboratory if the coarse aggregate coefficient of thermal expansion listed on the Department's *Concrete Rated Source Quality Catalog* is not equal to or less than 5.5×10^{-6} in./in./°F.

Provide Class HES concrete for very early opening of small pavement areas or leave-outs to traffic when shown on the plans or allowed. Design Class HES to meet the requirements of Class P and a minimum average compressive strength of 3,200 psi or a minimum average flexural strength of 450 psi in 24 hr., unless other early strength and time requirements are shown on the plans or allowed.

Use Class A or P concrete for curbs that are placed separately from the pavement. Provide concrete that is workable and cohesive, possesses satisfactory finishing qualities, and conforms to the mix design and mix design slump.

2.2. **Reinforcing Steel.** Provide Grade 60 or above, deformed steel for bar reinforcement in accordance with Item 440, "Reinforcement for Concrete." Provide positioning and supporting devices (baskets and chairs) capable of securing and holding the reinforcing steel in proper position before and during paving. Provide corrosion protection when shown on the plans.

2.2.1. **Dowels.** Provide smooth, straight dowels of the size shown on the plans, free of burrs, and conforming to the requirements of Item 440, "Reinforcement for Concrete." Coat dowels with a thin film of grease, wax, silicone or other approved de-bonding material. Provide dowel caps on the lubricated end of each dowel bar used in an expansion joint. Provide dowel caps filled with a soft compressible material with enough range of movement to allow complete closure of the expansion joint.

2.2.2. **Tie Bars.** Provide straight deformed steel tie bars. Provide either multiple-piece tie bars or single-piece tie bars as shown on the plans. Furnish multiple piece tie bar assemblies from the list of approved multiple-piece tie bars that have been prequalified in accordance with DMS-4515 "Multiple Piece Tie Bars for Concrete Pavements," when used. Multiple-piece tie bars used on individual projects must be sampled in accordance with Tex-711-I, and tested in accordance with DMS-4515 "Multiple Piece Tie Bars for Concrete Pavements."

2.3. **Alternative Reinforcing Materials.** Provide reinforcement materials of the dimensions and with the physical properties specified when allowed or required by the plans. Provide manufacturer's certification of required material properties.

2.4. **Curing Materials.** Provide Type 2 membrane curing compound conforming to DMS-4650, "Hydraulic Cement Concrete Curing Materials and Evaporation Retardants." Provide SS-1 emulsified asphalt conforming to Item 300, "Asphalts, Oils, and Emulsions," for concrete pavement to be overlaid with asphalt concrete under this Contract unless otherwise shown on the plans or approved. Provide materials for other methods of curing conforming to the requirements of Item 422, "Concrete Superstructures." Provide insulating blankets for curing fast track concrete pavement with a minimum thermal resistance (R) rating of 0.5 hour-square foot F/BTU. Use insulating blankets that are free from tears and are in good condition.

2.5. **Epoxy.** Provide Type III, Class C epoxy in accordance with DMS-6100, "Epoxies and Adhesives," for installing all drilled-in reinforcing steel. Submit a work plan and request approval for the use of epoxy types other than Type III, Class C.

2.6. **Evaporation Retardant.** Provide evaporation retardant conforming to DMS-4650., "Hydraulic Cement Concrete Curing Materials and Evaporation Retardants."

2.7. **Joint Sealants and Fillers.** Provide Class 5 or Class 8 joint-sealant materials and fillers unless otherwise shown on the plans or approved and other sealant materials of the size, shape, and type shown on the plans in accordance with DMS-6310, "Joint Sealants and Fillers."

3. EQUIPMENT

Furnish and maintain all equipment in good working condition. Use measuring, mixing, and delivery equipment conforming to the requirements of Item 421, "Hydraulic Cement Concrete." Obtain approval for other equipment used.

3.1. **Placing, Consolidating, and Finishing Equipment.** Provide approved self-propelled paving equipment that uniformly distributes the concrete with minimal segregation and provides a smooth machine-finished consolidated concrete pavement conforming to plan line and grade. Provide an approved automatic grade control system on slip-forming equipment. Provide approved mechanically-operated finishing floats capable of producing a uniformly smooth pavement surface. Provide equipment capable of providing a fine, light water fog mist.

Provide mechanically-operated vibratory equipment capable of adequately consolidating the concrete. Provide immersion vibrators on the paving equipment at sufficiently close intervals to provide uniform vibration and consolidation of the concrete over the entire width and depth of the pavement and in accordance with the manufacturer's recommendations. Provide immersion vibrator units that operate at a frequency in air of at least 8,000 cycles per minute. Provide enough hand-operated immersion vibrators for timely and proper consolidation of the concrete along forms, at all joints and in areas not covered by other vibratory equipment. Surface vibrators may be used to supplement equipment-mounted immersion vibrators. Provide tachometers to verify the proper operation of all vibrators.

For small or irregular areas or when approved, the paving equipment described in this Section is not required.

3.2. **Forming Equipment.**

3.2.1. **Pavement Forms.** Provide metal side forms of sufficient cross-section, strength, and rigidity to support the paving equipment and resist the impact and vibration of the operation without visible springing or settlement. Use forms that are free from detrimental kinks, bends, or warps that could affect ride quality or alignment. Provide flexible or curved metal or wood forms for curves of 100-ft. radius or less.

3.2.2. **Curb Forms.** Provide curb forms for separately placed curbs that are not slipformed that conform to the requirements of Item 529, "Concrete Curb, Gutter, and Combined Curb and Gutter."

3.3. **Reinforcing Steel Inserting Equipment.** Provide inserting equipment that accurately inserts and positions reinforcing steel in the plastic concrete parallel to the profile grade and horizontal alignment in accordance to plan details when approved.

3.4. **Texturing Equipment.**

3.4.1. **Carpet Drag.** Provide a carpet drag mounted on a work bridge or a manual moveable support system. Provide a single piece of carpet of sufficient transverse length to span the full width of the pavement being placed and adjustable so that a sufficient longitudinal length of carpet is in contact with the concrete being placed to produce the desired texture. Obtain approval to vary the length and width of the carpet to accommodate specific applications.

3.4.2. **Tining Equipment.** Provide a self-propelled metal tine device equipped with steel tines with cross-section approximately 1/32 in. thick × 1/12 in. wide. Provide tines for transverse tining equipment spaced at approximately 1 in., center-to-center, or provide tines for longitudinal tining equipment spaced at approximately 3/4 in., center-to-center. Manual methods that produce an equivalent texture may be used when it is impractical to use self-propelled equipment, such as for small areas, narrow width sections, and in emergencies due to equipment breakdown.

3.5. **Curing Equipment.** Provide a self-propelled machine for applying membrane curing compound using mechanically-pressurized spraying equipment with atomizing nozzles. Provide equipment and controls that maintain the required uniform rate of application over the entire paving area. Provide curing equipment that is independent of all other equipment when required to meet the requirements of Section 360.4.9., "Curing." Hand-operated pressurized spraying equipment with atomizing nozzles may only be used on small or irregular areas, narrow width sections, or in emergencies due to equipment breakdown.

3.6. **Sawing Equipment.** Provide power-driven concrete saws to saw the joints shown on the plans. Provide standby power-driven concrete saws during concrete sawing operations. Provide adequate illumination for nighttime sawing.

3.7. **Grinding Equipment.** Provide self-propelled powered grinding equipment that is specifically designed to smooth and texture concrete pavement using circular diamond blades when required. Provide equipment with automatic grade control capable of grinding at least a 3-ft. width longitudinally in each pass without damaging the concrete.

3.8. **Testing Equipment.** Provide testing equipment regardless of job-control testing responsibilities in accordance with Item 421, "Hydraulic Cement Concrete," unless otherwise shown on the plans or specified.

3.9. **Coring Equipment.** Provide coring equipment capable of extracting cores in accordance with the requirements of Tex-424-A when required.

3.10. **Miscellaneous Equipment.** Furnish both 10-ft. and 15-ft. steel or magnesium long-handled, standard straightedges. Furnish enough work bridges, long enough to span the pavement, for finishing and inspection operations.

4. CONSTRUCTION

Obtain approval for adjustments to plan grade-line to maintain thickness over minor subgrade or base high spots while maintaining clearances and drainage. Maintain subgrade or base in a smooth, clean, compacted condition in conformity with the required section and established grade until the pavement concrete is placed. Keep subgrade or base damp with water before placing pavement concrete.

Adequately light the active work areas for all nighttime operations. Provide and maintain tools and materials to perform testing.

4.1. **Paving and Quality Control Plan.** Submit a paving and quality control plan for approval before beginning pavement construction operations. Include details of all operations in the concrete paving process, including methods to construct transverse joints, methods to consolidate concrete at joints, longitudinal construction joint layout, sequencing, curing, lighting, early opening, leave-outs, sawing, inspection, testing, construction methods, other details and description of all equipment. List certified personnel performing the testing. Submit revisions to the paving and quality control plan for approval.

4.2. **Job-Control Testing**. Perform all fresh and hardened concrete job-control testing at the specified frequency unless otherwise shown on the plans. Provide job-control testing personnel meeting the requirements of Item 421, "Hydraulic Cement Concrete." Provide and maintain testing equipment, including strength testing equipment at a location acceptable to the Engineer. Use of a commercial laboratory is acceptable. Maintain all testing equipment calibrated in accordance with pertinent test methods. Make strength-testing equipment available to the Engineer for verification testing.

Provide the Engineer the opportunity to witness all tests. The Engineer may require a retest if not given the opportunity to witness. Furnish a copy of all test results to the Engineer daily. Check the first few concrete loads for slump and temperature to verify concrete conformance and consistency on start-up production days. Sample and prepare strength-test specimens (2 specimens per test) on the first day of production and for each 3,000 sq. yd. or fraction thereof of concrete pavement thereafter. Prepare at least 1 set of strength-test specimens for each production day. Perform slump and temperature tests each time strength specimens are made. Monitor concrete temperature to ensure that concrete is consistently within the temperature requirements. The Engineer will direct random job-control sampling and testing. Immediately investigate and take corrective action as approved if any Contractor test result, including tests performed for verification purposes, does not meet specification requirements.

The Engineer will perform job-control testing when the testing by the Contractor is waived by the plans; however, this does not waive the Contractor's responsibility for providing materials and work in accordance with this Item.

4.2.1. **Job-Control Strength.** Use 7-day job-control concrete strength testing in accordance with Tex-448-A or Tex-418-A unless otherwise shown on the plans or permitted.

Use a compressive strength of 3,200 psi or a lower job-control strength value proven to meet a 28-day compressive strength of 4,000 psi as correlated in accordance with Tex-427-A for 7-day job-control by compressive strength. Use a flexural strength of 450 psi or a lower job-control strength value proven to meet a 28-day flexural strength of 570 psi as correlated in accordance with Tex-427-A for 7-day job-control by flexural strength.

Job control of concrete strength may be correlated to an age other than 7 days in accordance with Tex-427-A when approved. Job-control strength of Class HES concrete is based on the required strength and time.

Investigate the strength test procedures, the quality of materials, the concrete production operations, and other possible problem areas to determine the cause when a job-control concrete strength test value is more than 10% below the required job-control strength or when 3 consecutive job-control strength values fall below the required job-control strength. Take necessary action to correct the problem, including redesign of the concrete mix if needed. The Engineer may suspend concrete paving if the Contractor is unable to identify, document, and correct the cause of low-strength test values in a timely manner. The Engineer will evaluate the structural adequacy of the pavements if any job-control strength is more than 15% below the required job-control strength. Remove and replace pavements found to be structurally inadequate at no additional cost when directed.

4.2.2. **Split-Sample Verification Testing.** Perform split-sample verification testing with the Engineer on random samples taken and split by the Engineer at a rate of at least 1 for every 10 job-control samples. The Engineer will evaluate the results of split-sample verification testing. Immediately investigate and take corrective action as approved when results of split-sample verification testing differ more than the allowable differences shown in Table 1, or the average of 10 job-control strength results and the Engineer's split-sample strength result differ by more than 10%.

Table 1
Verification Testing Limits

Test Method	Allowable Differences
Temperature, Tex-422-A	2°F
Slump, Tex-415-A	1 in.
Flexural strength, Tex-448-A	19%
Compressive strength, Tex-418-A	10%

4.3. **Reinforcing Steel and Joint Assemblies.** Accurately place and secure in position all reinforcing steel as shown on the plans. Place dowels at mid-depth of the pavement slab, parallel to the surface. Place dowels for transverse contraction joints parallel to the pavement edge. Tolerances for location and alignment of dowels will be shown on the plans. Stagger the lap locations so that no more than 1/3 of the longitudinal steel is spliced in any given 12-ft. width and 2-ft. length of the pavement. Use multiple-piece tie bars, drill and epoxy grout tie bars, or, if approved, mechanically-inserted single-piece tie bars at longitudinal construction joints. Verify that tie bars that are drilled and epoxied or mechanically inserted into concrete at longitudinal construction joints develop a pullout resistance equal to a minimum of 3/4 of the yield strength of the steel after 7 days. Test 15 bars using ASTM E488, except that alternate approved equipment may be used. All 15 tested bars must meet the required pullout strength. Perform corrective measures to provide equivalent pullout resistance if any of the test results do not meet the required minimum pullout strength. Repair damage from testing. Acceptable corrective measures include but are not limited to installation of additional or longer tie bars.

4.3.1. **Manual Placement.** Secure reinforcing bars at alternate intersections with wire ties or locking support chairs. Tie all splices with wire.

4.3.2. **Mechanical Placement.** Complete the work using manual placement methods described above if mechanical placement of reinforcement results in steel misalignment or improper location, poor concrete consolidation, or other inadequacies.

4.4. **Joints.** Install joints as shown on the plans. Joint sealants are not required on concrete pavement that is to be overlaid with asphaltic materials. Clean and seal joints in accordance with Item 438, "Cleaning and Sealing Joints." Repair excessive spalling of the joint saw groove using an approved method before installing the sealant. Seal all joints before opening the pavement to all traffic. Install a rigid transverse bulkhead, for the reinforcing steel, and shaped accurately to the cross-section of the pavement when placing of concrete is stopped.

4.4.1. **Placing Reinforcement at Joints.** Complete and place the assembly of parts at pavement joints at the required location and elevation, with all parts rigidly secured in the required position, when shown on the plans.

4.4.2. **Transverse Construction Joints.**

4.4.2.1. **Continuously Reinforced Concrete Pavement (CRCP).** Install additional longitudinal reinforcement through the bulkhead when shown on the plans. Protect the reinforcing steel immediately beyond the construction joint from damage, vibration, and impact.

4.4.2.2. **Concrete Pavement Contraction Design (CPCD).** Install and rigidly secure a complete joint assembly and bulkhead in the planned transverse contraction joint location when the placing of concrete is intentionally stopped. Install a transverse construction joint either at a planned transverse contraction joint location or mid-slab between planned transverse contraction joints when the placing of concrete is unintentionally stopped. Install tie bars of the size and spacing used in the longitudinal joints for mid-slab construction joints.

4.4.2.3. **Curb Joints.** Provide joints in the curb of the same type and location as the adjacent pavement. Use expansion joint material of the same thickness, type, and quality required for the pavement and of the section shown for the curb. Extend expansion joints through the curb. Construct curb joints at all transverse pavement joints. Place reinforcing steel into the plastic concrete pavement for non-monolithic curbs as shown on the plans unless otherwise approved. Form or saw the weakened plane joint across the full width

of concrete pavement and through the monolithic curbs. Construct curb joints in accordance with Item 529, "Concrete Curb, Gutter, and Combined Curb and Gutter."

4.5. **Placing and Removing Forms.** Use clean and oiled forms. Secure forms on a base or firm subgrade that is accurately graded and that provides stable support without deflection and movement by form riding equipment. Pin every form at least at the middle and near each end. Tightly join and key form sections together to prevent relative displacement.

Set side forms far enough in advance of concrete placement to permit inspection. Check conformity of the grade, alignment, and stability of forms immediately before placing concrete, and make all necessary corrections. Use a straightedge or other approved method to test the top of forms to ensure that the ride quality requirements for the completed pavement will be met. Stop paving operations if forms settle or deflect more than 1/8 in. under finishing operations. Reset forms to line and grade, and refinish the concrete surface to correct grade.

Avoid damage to the edge of the pavement when removing forms. Repair damage resulting from form removal and honeycombed areas with a mortar mix within 24 hr. after form removal unless otherwise approved. Clean joint face and repair honeycombed or damaged areas within 24 hr. after a bulkhead for a transverse construction joint has been removed unless otherwise approved. Promptly apply membrane curing compound to the edge of the concrete pavement when forms are removed before 72 hr. after concrete placement.

Forms that are not the same depth as the pavement, but are within 2 in. of that depth are permitted if the subbase is trenched or the full width and length of the form base is supported with a firm material to produce the required pavement thickness. Promptly repair the form trench after use. Use flexible or curved wood or metal forms for curves of 100-ft. radius or less.

4.6. **Concrete Delivery.** Clean delivery equipment as necessary to prevent accumulation of old concrete before loading fresh concrete. Use agitated delivery equipment for concrete designed to have a slump of more than 5 in. Segregated concrete is subject to rejection.

Begin the discharge of concrete delivered in agitated delivery equipment conforming to the requirements of Item 421, "Hydraulic Cement Concrete." Place non-agitated concrete within 45 min. after batching. Reduce times as directed when hot weather or other conditions cause quick setting of the concrete.

4.7. **Concrete Placement.** Do not allow the pavement edge to deviate from the established paving line by more than 1/2 in. at any point. Place the concrete as near as possible to its final location, and minimize segregation and rehandling. Distribute concrete using shovels where hand spreading is necessary. Do not use rakes or vibrators to distribute concrete.

4.7.1. **Consolidation.** Consolidate all concrete by approved mechanical vibrators operated on the front of the paving equipment. Use immersion-type vibrators that simultaneously consolidate the full width of the placement when machine finishing. Keep vibrators from dislodging reinforcement. Use hand-operated vibrators to consolidate concrete along forms, at all joints and in areas not accessible to the machine-mounted vibrators. Do not operate machine-mounted vibrators while the paving equipment is stationary. Vibrator operations are subject to review.

4.7.2. **Curbs.** Conform to the requirements of Item 529, "Concrete Curb, Gutter, and Combined Curb and Gutter" where curbs are placed separately.

4.7.3. **Temperature Restrictions.** Place concrete that is between 40°F and 95°F when measured in accordance with Tex-422-A at the time of discharge, except that concrete may be used if it was already in transit when the temperature was found to exceed the allowable maximum. Take immediate corrective action or cease concrete production when the concrete temperature exceeds 95°F.

Do not place concrete when the ambient temperature in the shade is below 40°F and falling unless approved. Concrete may be placed when the ambient temperature in the shade is above 35°F and rising or

above 40°F. Protect the pavement with an approved insulating material capable of protecting the concrete for the specified curing period when temperatures warrant protection against freezing. Submit for approval proposed measures to protect the concrete from anticipated freezing weather for the first 72 hr. after placement. Repair or replace all concrete damaged by freezing.

4.8. **Spreading and Finishing.** Finish all concrete pavement with approved self-propelled equipment. Use power-driven spreaders, power-driven vibrators, power-driven strike-off, screed, or approved alternate equipment. Use the transverse finishing equipment to compact and strike-off the concrete to the required section and grade without surface voids. Use float equipment for final finishing. Use concrete with a consistency that allows completion of all finishing operations without addition of water to the surface. Use the minimal amount of water fog mist necessary to maintain a moist surface. Reduce fogging if float or straightedge operations result in excess slurry.

4.8.1. **Finished Surface.** Perform sufficient checks with long-handled 10-ft. and 15-ft. straightedges on the plastic concrete to ensure the final surface is within the tolerances specified in Surface Test A in Item 585, "Ride Quality for Pavement Surfaces." Check with the straightedge parallel to the centerline.

4.8.2. **Maintenance of Surface Moisture.** Prevent surface drying of the pavement before application of the curing system by means that may include water fogging, the use of wind screens, and the use of evaporation retardants. Apply evaporation retardant at the manufacturer's recommended rate. Reapply the evaporation retardant as needed to maintain the concrete surface in a moist condition until curing system is applied. Do not use evaporation retardant as a finishing aid. Failure to take acceptable precautions to prevent surface drying of the pavement will be cause for shutdown of pavement operations.

4.8.3. **Surface Texturing.** Complete final texturing before the concrete has attained its initial set. Drag the carpet longitudinally along the pavement surface with the carpet contact surface area adjusted to provide a satisfactory coarsely textured surface. Prevent the carpet from getting plugged with grout. Do not perform carpet dragging operations while there is excessive bleed water.

A metal-tine texture finish is required unless otherwise shown on the plans. Provide transverse tining unless otherwise shown on the plans. Immediately following the carpet drag, apply a single coat of evaporation retardant, if needed, at the rate recommended by the manufacturer. Provide the metal-tine finish immediately after the concrete surface has set enough for consistent tining. Operate the metal-tine device to obtain grooves approximately 3/16 in. deep, with a minimum depth of 1/8 in., and approximately 1/12 in. wide. Do not overlap a previously tined area. Use manual methods to achieve similar results on ramps, small or irregular areas, and narrow width sections of pavements. Repair damage to the edge of the slab and joints immediately after texturing. Do not tine pavement that will be overlaid or that is scheduled for blanket diamond grinding or shot blasting.

Target a carpet drag texture of 0.04 in., as measured by Tex-436-A, when carpet drag is the only surface texture required on the plans. Ensure adequate and consistent macro-texture is achieved by applying enough weight to the carpet and by keeping the carpet from getting plugged with grout. Correct any location with a texture less than 0.03 in. by diamond grinding or shot blasting. The Engineer will determine the test locations at points located transversely to the direction of traffic in the outside wheel path.

4.8.4. **Small, Irregular Area, or Narrow Width Placements.** Use hand equipment and procedures that produce a consolidated and finished pavement section to the line and grade where machine placements and finishing of concrete pavement are not practical.

4.8.5. **Emergency Procedures.** Use hand-operated equipment for applying texture, evaporation retardant, and cure in the event of equipment breakdown.

4.9. **Curing.** Keep the concrete pavement surface from drying as described in Section 360.4.8.2., "Maintenance of Surface Moisture," until the curing material has been applied. Maintain and promptly repair damage to curing materials on exposed surfaces of concrete pavement continuously for at least 3 curing days. A curing day is defined as a 24-hr. period when either the temperature taken in the shade away from artificial heat is above 50°F for at least 19 hr. or the surface temperature of the concrete is maintained above 40°F for 24 hr.

Curing begins when the concrete curing system has been applied. Stop concrete paving if curing compound is not being applied promptly and maintained adequately. Other methods of curing in accordance with Item 422, "Concrete Superstructures," may be used when specified or approved.

4.9.1. **Membrane Curing.** Spray the concrete surface uniformly with 2 coats of membrane curing compound at an individual application rate of no more than 180 sq. ft. per gallon. Apply the curing compound before allowing the concrete surface to dry.

Manage finishing and texturing operations to ensure placement of curing compound on a moist concrete surface, relatively free of bleed water, to prevent any plastic shrinkage cracking. Time the application of curing compound to prevent plastic shrinkage cracking.

Maintain curing compounds in a uniformly agitated condition, free of settlement before and during application. Do not thin or dilute the curing compound.

Apply additional compound at the same rate of coverage to correct damage where the coating shows discontinuities or other defects or if rain falls on the newly coated surface before the film has dried enough to resist damage. Ensure that the curing compound coats the sides of the tining grooves.

4.9.2. **Asphalt Curing.** Apply a uniform coating of asphalt curing at a rate of 90 to 180 sq. ft. per gallon when an asphaltic concrete overlay is required. Apply curing immediately after texturing and once the free moisture (sheen) has disappeared. Obtain approval to add water to the emulsion to improve spray distribution. Maintain the asphalt application rate when using diluted emulsions. Maintain the emulsion in a mixed condition during application.

4.9.3. **Curing Class HES Concrete.** Provide membrane curing in accordance with Section 360.4.9.1., "Membrane Curing," for all Class HES concrete pavement. Promptly follow by wet mat curing in accordance with Section 422.4.8., "Final Curing," until opening strength is achieved but not less than 24 hr.

4.9.4. **Curing Fast-Track Concrete.** Provide wet mat curing unless otherwise shown on the plans or as directed. Cure in accordance with Section 422.4.8., "Final Curing." Apply a Type 1-D or Type 2 membrane cure instead of wet mat curing if the air temperature is below 65°F and insulating blankets are used.

4.10. **Sawing Joints.** Saw joints to the depth shown on the plans as soon as sawing can be accomplished without damage to the pavement regardless of time of day or weather conditions. Some minor raveling of the saw-cut is acceptable. Use a chalk line, string line, sawing template, or other approved method to provide a true joint alignment. Provide enough saws to match the paving production rate to ensure sawing completion at the earliest possible time to avoid uncontrolled cracking. Reduce paving production if necessary to ensure timely sawing of joints. Promptly restore membrane cure damaged within the first 72 hr. of curing.

4.11. **Protection of Pavement and Opening to Traffic.** Testing for early opening is the responsibility of the Contractor regardless of job-control testing responsibilities unless otherwise shown on the plans or as directed. Testing result interpretation for opening to traffic is subject to approval.

4.11.1. **Protection of Pavement.** Erect and maintain barricades and other standard and approved devices that will exclude all vehicles and equipment from the newly placed pavement for the periods specified. Protect the pavement from damage due to crossings using approved methods before opening to traffic. Where a detour is not readily available or economically feasible, an occasional crossing of the roadway with overweight equipment may be permitted for relocating equipment only but not for hauling material. When an occasional crossing of overweight equipment is permitted, temporary matting or other approved methods may be required.

Maintain an adequate supply of sheeting or other material to cover and protect fresh concrete surface from weather damage. Apply as needed to protect the pavement surface from weather.

4.11.2. **Opening Pavement to All Traffic.** Pavement that is 7 days old may be opened to all traffic. Clean pavement, place stable material against the pavement edges, seal joints, and perform all other traffic safety related work before opening to traffic.

4.11.3. **Opening Pavement to Construction Equipment.** Unless otherwise shown on the plans, concrete pavement may be opened early to concrete paving equipment and related delivery equipment after the concrete is at least 48 hr. old and opening strength has been demonstrated in accordance with Section 360.4.11.4., "Early Opening to All Traffic," before curing is complete. Keep delivery equipment at least 2 ft. from the edge of the concrete pavement. Keep tracks of the paving equipment at least 1 ft. from the pavement edge. Protect textured surfaces from the paving equipment. Restore damaged membrane curing as soon as possible. Repair pavement damaged by paving or delivery equipment before opening to all traffic.

4.11.4. **Early Opening to All Traffic.** Concrete pavement may be opened after curing is complete and the concrete has attained a flexural strength of 450 psi or a compressive strength of 3,200 psi, except that pavement using Class HES concrete may be opened after 24 hr. if the specified strength is achieved.

4.11.4.1. **Strength Testing.** Test concrete specimens cured under the same conditions as the portion of the pavement involved.

4.11.4.2. **Maturity Method.** Use the maturity method, Tex-426-A, to estimate concrete strength for early opening pavement to traffic unless otherwise shown on the plans. Install at least 2 maturity sensors for each day's placement in areas where the maturity method will be used for early opening. Maturity sensors, when used, will be installed near the day's final placement for areas being evaluated for early opening. Use test specimens to verify the strength–maturity relationship in accordance with Tex-426-A, starting with the first day's placement corresponding to the early opening pavement section.

Verify the strength–maturity relationship at least every 10 days of production after the first day. Establish a new strength–maturity relationship when the strength specimens deviate more than 10% from the maturity-estimated strengths. Suspend use of the maturity method for opening pavements to traffic when the strength–maturity relationship deviates by more than 10% until a new strength–maturity relationship is established.

The Engineer will determine the frequency of verification when the maturity method is used intermittently or for only specific areas.

4.11.5. **Fast Track Concrete Pavement.** Open the pavement after the concrete has been cured for at least 8 hr. and attained a minimum compressive strength of 1,800 psi or a minimum flexural strength of 255 psi when tested in accordance with Section 360.4.11.4.1., "Strength Testing," or Section 360.4.11.4.2., "Maturity Method," unless otherwise directed. Cover the pavement with insulating blankets when the air temperature is below 65°F until the pavement is opened to traffic.

4.11.6. **Emergency Opening to Traffic.** Open the pavement to traffic under emergency conditions, when the pavement is at least 72 hr. old when directed in writing. Remove all obstructing materials, place stable material against the pavement edges, and perform other work involved in providing for the safety of traffic as required for emergency opening.

4.12. **Pavement Thickness.** The Engineer will check the thickness in accordance with Tex-423-A unless other methods are shown on the plans. The Engineer will perform 1 thickness test consisting of 1 reading at approximately the center of each lane every 500 ft. or fraction thereof. Core where directed, in accordance with Tex-424-A, to verify deficiencies of more than 0.2 in. from plan thickness and to determine the limits of deficiencies of more than 0.75 in. from plan thickness. Fill core holes using an approved concrete mixture and method.

4.12.1. **Thickness Deficiencies Greater than 0.2 in.** Take one 4-in. diameter core at that location to verify the measurement when any depth test measured in accordance with Tex-423-A is deficient by more than 0.2 in. from the plan thickness.

Take 2 additional cores from the unit (as defined in Section 360.4.12.3., "Pavement Units for Payment Adjustment") at intervals of at least 150 ft. and at selected locations if the core is deficient by more than 0.2 in., but not by more than 0.75 in. from the plan thickness, and determine the thickness of the unit for payment purposes by averaging the length of the 3 cores. In calculations of the average thickness of this unit of pavement, measurements in excess of the specified thickness by more than 0.2 in. will be considered as the specified thickness plus 0.2 in.

4.12.2. **Thickness Deficiencies Greater than 0.75 in.** Take additional cores at 10-ft. intervals in each direction parallel to the centerline to determine the boundary of the deficient area if a core is deficient by more than 0.75 in. The Engineer will evaluate any area of pavement found deficient in thickness by more than 0.75 in., but not more than 1 in. Remove and replace the deficient areas without additional compensation or retain deficient areas without compensation, as directed. Remove and replace any area of pavement found deficient in thickness by more than 1 in. without additional compensation.

4.12.3. **Pavement Units for Payment Adjustment.** Limits for applying a payment adjustment for deficient pavement thickness from 0.20 in. to not more than 0.75 in. are 500 ft. of pavement in each lane. Lane width will be as shown on typical sections and pavement design standards.

For greater than 0.75 in. deficient thickness, the limits for applying zero payment or requiring removal will be defined by coring or equivalent nondestructive means as determined by the Engineer. The remaining portion of the unit determined to be less than 0.75 in. deficient will be subject to the payment adjustment based on the average core thickness at each end of the 10-ft. interval investigation as determined by the Engineer.

Shoulders will be measured for thickness unless otherwise shown on the plans. Shoulders 6 ft. wide or wider will be considered as lanes. Shoulders less than 6 ft. wide will be considered part of the adjacent lane.

Limits for applying payment adjustment for deficient pavement thickness for ramps, widenings, acceleration and deceleration lanes, and other miscellaneous areas are 500 ft. in length. Areas less than 500 ft. in length will be individually evaluated for payment adjustment based on the plan area.

4.13. **Ride Quality.** Measure ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

5. MEASUREMENT

This Item will be measured as follows:

5.1. **Concrete Pavement.** Concrete pavement will be measured by the square yard of surface area in place. The surface area includes the portion of the pavement slab extending beneath the curb.

5.2. **Curb.** Curb on concrete pavement will be measured by the foot in place.

6. PAYMENT

These prices are full compensation for materials, equipment, labor, tools, and incidentals.

6.1. **Concrete Pavement.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the adjusted unit price bid for "Concrete Pavement" of the type and depth specified as adjusted in accordance with Section 360.6.2., "Deficient Thickness Adjustment."

6.2. **Deficient Thickness Adjustment.** Where the average thickness of pavement is deficient in thickness by more than 0.2 in. but not more than 0.75 in., payment will be made using the adjustment factor as specified in Table 2 applied to the bid price for the deficient area for each unit as defined under Section 360.4.12.3., "Pavement Units for Payment Adjustment."

Table 2
Deficient Thickness Price Adjustment Factor

Deficiency in Thickness Determined by Cores (in.)	Proportional Part of Contract Price Allowed (Adjustment Factor)
Not deficient	1.00
Over 0.00 through 0.20	1.00
Over 0.20 through 0.30	0.80
Over 0.30 through 0.40	0.72
Over 0.40 through 0.50	0.68
Over 0.50 through 0.75	0.57

6.3. **Curb.** Work performed and furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Curb" of the type specified.

Item 432
Riprap

1. DESCRIPTION

Furnish and place concrete, stone, cement-stabilized, or special riprap.

2. MATERIALS

Furnish materials in accordance with the following Items.

- Item 420, "Concrete Substructures"
- Item 421, "Hydraulic Cement Concrete"
- Item 431, "Pneumatically Placed Concrete"
- Item 440, "Reinforcement for Concrete"
- DMS-6200, "Filter Fabric"

2.1. **Concrete Riprap.** Use Class B Concrete unless otherwise shown on the plans.

2.2. **Pneumatically Placed Concrete Riprap.** Use Class II concrete that meets Item 431, "Pneumatically Placed Concrete," unless otherwise shown on the plans.

2.3. **Stone Riprap.** Use durable natural stone with a bulk specific gravity of at least 2.50 as determined by Tex-403-A unless otherwise shown on the plans. Provide stone that, when tested in accordance with Tex-411-A, has weight loss of no more than 18% after 5 cycles of magnesium sulfate solution.

Perform a size verification test on the first 5,000 sq. yd. of finished riprap stone for all types of stone riprap at a location determined by the Engineer. Test the riprap stone in accordance with ASTM D5519. Additional tests may be required. Do not place additional riprap until the initial 5,000 sq. yd. of riprap has been approved.

Provide grout or mortar in accordance with Item 421, "Hydraulic Cement Concrete," when specified. Provide grout with a consistency that will flow into and fill all voids.

Provide filter fabric in accordance with DMS-6200, "Filter Fabric." Provide Type 2 filter fabric for protection stone riprap unless otherwise shown on the plans. Provide Type 2 filter fabric for Type R, F, or Common stone riprap when shown on the plans.

2.3.1. **Type R.** Use stones between 50 and 250 lb. with at least 50% of the stones heavier than 100 lb.

2.3.2. **Type F.** Use stones between 50 and 250 lb. with at least 40% of the stones heavier than 100 lb. Use stones with at least 1 broad flat surface.

2.3.3. **Common.** Use stones between 50 and 250 lb. Use stones that are at least 3 in. in their least dimension. Use stones that are at least twice as wide as they are thick. When shown on the plans or approved, material may consist of broken concrete removed under the Contract or from other approved sources. Cut exposed reinforcement flush with all surfaces before placement of each piece of broken concrete.

2.3.4. **Protection.** Use boulders or quarried rock that meets the gradation requirements of Table 1. Both the width and the thickness of each piece of riprap must be at least 1/3 of the length. When shown on the plans or as approved, material may consist of broken concrete removed under the Contract or from other approved sources. Cut exposed reinforcement flush with all surfaces before placement of each piece of broken

concrete. Determine gradation of the finished, in-place, riprap stone under the direct supervision of the Engineer in accordance with ASTM D5519.

Table 1
In-Place Protection Riprap Gradation Requirements

Size	Maximum Size (lb.)	90% Size[1] (lb.)	50% Size[2] (lb.)	8% Size[3] Minimum (lb.)
12 in.	200	80–180	30–75	3
15 in.	320	170–300	60–165	20
18 in.	530	290–475	105–220	22
21 in.	800	460–720	175–300	25
24 in.	1,000	550–850	200–325	30
30 in.	2,600	1,150–2,250	400–900	40

1. Defined as that size such that 10% of the total riprap stone, by weight, is larger and 90% is smaller.
2. Defined as that size such that 50% of the total riprap stone, by weight, is larger and 50% is smaller.
3. Defined as that size such that 92% of the total riprap stone, by weight, is larger and 8% is smaller.

The Engineer may require in-place verification of the stone size. Determine the in-place size of the riprap stone by taking linear transects along the riprap and measuring the intermediate axis of the stone at select intervals. Place a tape measure along the riprap and determine the intermediate axis size of the stone at 2 ft. intervals. Measure a minimum of 100 stones, either in a single transect or in multiple transects, then follow ASTM D5519 Test Procedure Part B to determine the gradation. Table 2 is a guide for comparing the stone size in inches to the stone weight shown in Table 1.

Table 2
Protection Riprap Stone Size[1]

Size	Dmax (in.)	D90 (in.)	D50 (in.)	D8 (in.)
12 in.	13.76	10.14–13.29	7.31–9.92	3.39
15 in.	16.10	13.04–15.75	9.21–12.91	6.39
18 in.	19.04	15.58–18.36	11.10–14.21	6.59
21 in.	21.85	18.17–21.09	13.16–15.75	6.88
24 in.	23.53	19.28–22.29	13.76–16.18	7.31
30 in.	32.36	24.65–30.84	17.34–22.72	8.05

1. Based on a Specific Gravity of 2.5 and using the following equation for the intermediate axis diameter $D = \{(12*W)/(Gs*62.4*0.85)\}^{1/3}$

   where:
   D = intermediate axis diameter in in.;
   W = weight of stone in lbs.;
   Gs = Specific Gravity of stone.
   Note—If the Specific Gravity of the stone is different than 2.5, then the above equation can be used to determine the appropriate size using the actual Specific Gravity.

If required, provide bedding stone that, in-place, meets the gradation requirements shown in Table 3 or as otherwise shown on the plans. Determine the size distribution in Table 3 in accordance with ASTM D6913.

Table 3
Protection Riprap Bedding Material Gradation Requirements

Sieve Size (Sq. Mesh)	% by Weight Passing
3"	100
1-1/2"	50–80
3/4"	20–60
#4	0–15
#10	0–5

2.4. **Cement-Stabilized Riprap.** Provide aggregate that meets Item 247, "Flexible Base," for the type and grade shown on the plans. Use cement-stabilized riprap with 7% hydraulic cement by dry weight of the aggregate.

2.5. **Special Riprap.** Furnish materials for special riprap according to the plans.

3. CONSTRUCTION

Dress slopes and protected areas to the line and grade shown on the plans before the placement of riprap. Place riprap and toe walls according to details and dimensions shown on the plans or as directed.

3.1. **Concrete Riprap.** Reinforce concrete riprap with 6 × 6 – W2.9 × W2.9 welded wire fabric or with No. 3 or No. 4 reinforcing bars spaced at a maximum of 18 in. in each direction unless otherwise shown. Alternative styles of welded wire fabric that provide at least 0.058 sq. in. of steel per foot in both directions may be used if approved. A combination of welded wire fabric and reinforcing bars may be provided when both are permitted. Provide a minimum 6-in. lap at all splices. Provide horizontal cover of at least 1 in. and no more than 3 in. at the edge of the riprap. Place the first parallel bar no more than 6 in. from the edge of concrete. Use approved supports to hold the reinforcement approximately equidistant from the top and bottom surface of the slab. Adjust reinforcement during concrete placement to maintain correct position.

Sprinkle or sprinkle and consolidate the subgrade before the concrete is placed as directed. All surfaces must be moist when concrete is placed.

Compact and shape the concrete once it has been placed to conform to the dimensions shown on the plans. Finish the surface with a wood float after it has set sufficiently to avoid slumping to secure a smooth surface or broom finish as approved.

Cure the riprap immediately after the finishing operation according to Item 420, "Concrete Substructures."

3.2. **Stone Riprap.** Provide the following types of stone riprap when shown on the plans:

- **Dry Riprap.** Stone riprap with voids filled with only spalls or small stones.
- **Grouted Riprap.** Type R, F, or Common stone riprap with voids grouted after all the stones are in place.
- **Mortared Riprap.** Type F stone riprap laid and mortared as each stone is placed.

Use spalls and small stones lighter than 25 lb. to fill open joints and voids in stone riprap, and place to a tight fit.

Place mortar or grout only when the air temperature is above 35°F. Protect work from rapid drying for at least 3 days after placement.

Place filter fabric with the length running up and down the slope unless otherwise approved. Ensure fabric has a minimum overlap of 2 ft. Secure fabric with nails or pins. Use nails at least 2 in. long with washers or U-shaped pins with legs at least 9 in. long. Space nails or pins at a maximum of 10 ft. in each direction and 5 ft. along the seams. Alternative anchorage and spacing may be used when approved.

3.2.1. **Type R.** Construct riprap as shown in Figure 1 on the *Stone Riprap Standard* and as shown on the plans. Place stones in a single layer with close joints so most of their weight is carried by the earth and not the adjacent stones. Place the upright axis of the stones at an angle of approximately 90° to the embankment slope. Place each course from the bottom of the embankment upward with the larger stones in the lower courses.

Fill open joints between stones with spalls. Place stones to create a uniform finished top surface. Do not exceed a 6-in. variation between the tops of adjacent stones. Replace, embed deeper, or chip away stones that project more than the allowable amount above the finished surface.

Prevent earth, sand, or foreign material from filling the spaces between the stones when the plans require Type R stone riprap to be grouted. Wet the stones thoroughly after they are in place, fill the spaces between the stones with grout, and pack. Sweep the surface of the riprap with a stiff broom after grouting.

3.2.2. **Type F.**

3.2.2.1. **Dry Placement.** Construct riprap as shown in Figure 2 on the *Stone Riprap Standard*. Set the flat surface on a prepared horizontal earth bed, and overlap the underlying course to secure a lapped surface. Place the large stones first, roughly arranged in close contact. Fill the spaces between the large stones with suitably sized stones placed to leave the surface evenly stepped and conforming to the contour required. Place stone to drain water down the face of the slope.

3.2.2.2. **Grouting.** Construct riprap as shown in Figure 3 on the *Stone Riprap Standard*. Size, shape, and lay large flat-surfaced stones to produce an even surface with minimal voids. Place stones with the flat surface facing upward parallel to the slope. Place the largest stones near the base of the slope. Fill spaces between the larger stones with stones of suitable size, leaving the surface smooth, tight, and conforming to the contour required. Place the stones to create a plane surface with a variation no more than 6 in. in 10 ft. from true plane. Provide the same degree of accuracy for warped and curved surfaces. Prevent earth, sand, or foreign material from filling the spaces between the stones. Wet the stones thoroughly after they are in place, fill the spaces between them with grout, and pack. Sweep the surface with a stiff broom after grouting.

3.2.2.3. **Mortaring.** Construct riprap as shown in Figure 2 on the *Stone Riprap Standard*. Lap courses as described for dry placement. Wet the stones thoroughly before placing mortar. Bed the larger stones in fresh mortar as they are being place and shove adjacent stones into contact with one another. Spread excess mortar forced out during placement of the stones uniformly over them to fill all voids completely. Point up all joints roughly either with flush joints or shallow, smooth-raked joints as directed.

3.2.3. **Common.** Construct riprap as shown in Figure 4 on the *Stone Riprap Standard*. Place stones on a bed excavated for the base course. Bed the base course of stone well into the ground with the edges in contact. Bed and place each succeeding course in even contact with the preceding course. Use spalls and small stones to fill any open joints and voids in the riprap. Ensure the finished surface presents an even, tight surface, true to the line and grades of the typical sections.

Prevent earth, sand, or foreign material from filling the spaces between the stones when the plans require grouting common stone riprap. Wet the stones thoroughly after they are in place; fill the spaces between them with grout; and pack. Sweep the surface with a stiff broom after grouting.

3.2.4. **Protection.** Construct riprap as shown in Figure 5 on the *Stone Riprap Standard*. Place riprap stone on the slopes within the limits shown on the plans. Place stone for riprap on the filter fabric to produce a reasonably well-graded mass of riprap with the minimum practicable percentage of voids. Construct the riprap to the lines and grades shown on the plans or staked in the field. A tolerance of +6 in. and −0 in. from the slope line and grades shown on the plans is allowed in the finished surface of the riprap. Place riprap to its full thickness in a single operation. Avoid displacing the filter fabric. Ensure the entire mass of stones in their final position is free from objectionable pockets of small stones and clusters of larger stones. Do not place riprap in layers, and do not place it by dumping it into chutes, dumping it from the top of the slope, pushing it from the top of the slope, or any method likely to cause segregation of the various sizes. Obtain the desired distribution of the various sizes of stones throughout the mass by selective loading of material at the quarry or other source or by other methods of placement that will produce the specified results. Rearrange individual stones by mechanical equipment or by hand if necessary to obtain a reasonably well-graded distribution of stone sizes. Use the bedding thickness shown and place stone for riprap on the bedding material to produce a reasonably well-graded mass of riprap with the minimum practicable percentage of voids if required on the plans.

3.3. **Pneumatically Placed Concrete Riprap, Class II.** Meet Item 431, "Pneumatically Placed Concrete." Provide reinforcement following the details on the plans and Item 440, "Reinforcement for Concrete." Support reinforcement with approved supports throughout placement of concrete.

Give the surface a wood-float finish or a gun finish as directed. Cure the riprap with membrane-curing compound immediately after the finishing operation in accordance with Item 420, "Concrete Substructures."

3.4. **Cement-Stabilized Riprap.** Follow the requirements of the plans and the provisions for concrete riprap except when reinforcement is not required. The Engineer will approve the design and mixing of the cement-stabilized riprap.

3.5. **Special Riprap.** Construct special riprap according to the plans.

4. MEASUREMENT

This Item will be measured by the cubic yard of material complete in place. Volume will be computed on the basis of the measured area in place and the thickness and toe wall width shown on the plans.

If required on the plans, the pay quantity of the bedding material for stone riprap for protection to be paid for will be measured by the cubic yard as computed from the measured area in place and the bedding thickness shown on the plans.

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 "Riprap" of the type, thickness, and void-filling technique (Dry, Grout, Mortar) specified, as applicable. This price is full compensation for furnishing, hauling, and placing riprap and for filter fabric, expansion joint material, concrete and reinforcing steel, grout and mortar, scales, test weights, equipment, labor, tools, and incidentals.

Payment for excavation of toe wall trenches, for all necessary excavation below natural ground or bottom of excavated channel, and for shaping of slopes for riprap will be included in the unit price bid per cubic yard of riprap.

When bedding is required for protection stone riprap, payment will be made at the unit price for "Bedding Material" of the thickness specified. This price is full compensation for furnishing, hauling, placing, and maintaining the bedding material until placement of the riprap cover is completed and accepted; excavation required for placement of bedding material; and equipment, scales, test weights, labor, tools, and incidentals. No payment will be made for excess thickness of bedding nor for material required to replace embankment material lost by rain wash, wind erosion, or otherwise.

Item 464
Reinforced Concrete Pipe

1. DESCRIPTION

Furnish and install reinforced concrete pipe, materials for precast concrete pipe culverts, or precast concrete storm drain mains, laterals, stubs, and inlet leads.

2. MATERIALS

2.1. **Fabrication.** Fabrication plants must be approved by the Construction Division in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification," before furnishing precast reinforced concrete pipe for Department projects. The Department's MPL has a list of approved reinforced concrete pipe plants.

Furnish material and fabricate reinforced concrete pipe in accordance with DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

2.2. **Design.**

2.2.1. **General.** The class and D-load equivalents are shown in Table 1. Furnish arch pipe in accordance with ASTM C506 and the dimensions shown in Table 2. Furnish horizontal elliptical pipe in accordance with ASTM C507 and the dimensions shown in Table 3. For arch pipe and horizontal elliptical pipe the minimum height of cover required is 1 ft.

Table 1
Circular Pipe
ASTM C76 & ASTM C655

Class	D-Load
I	800
II	1,000
III	1,350
IV	2,000
V	3,000

Table 2
Arch Pipe

Design Size	Equivalent Diameter (in.)	Rise (in.)	Span (in.)
1	18	13-1/2	22
2	21	15-1/2	26
3	24	18	28-1/2
4	30	22-1/2	36-1/4
5	36	26-5/8	43-3/4
6	42	31-5/16	51-1/8
7	48	36	58-1/2
8	54	40	65
9	60	45	73
10	72	54	88

Table 3
Horizontal Elliptical Pipe

Design Size	Equivalent Diameter (in.)	Rise (in.)	Span (in.)
1	18	14	23
2	24	19	30
3	27	22	34
4	30	24	38
5	33	27	42
6	36	29	45
7	39	32	49
8	42	34	53
9	48	38	60
10	54	43	68

2.2.2. **Jacking, Boring, or Tunneling.** Design pipe for jacking, boring, or tunneling considering the specific installation conditions such as the soil conditions, installation methods, anticipated deflection angles, and jacking stresses. Provide design notes and drawings signed and sealed by a Texas licensed professional engineer when requested.

2.3. **Marking.** Furnish each section of reinforced concrete pipe marked with the following information specified in DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

- class or D-load of pipe,
- ASTM designation,
- date of manufacture,
- pipe size,
- name or trademark of fabricator and plant location,
- designated fabricator's approval stamp,
- pipe to be used for jacking and boring (when applicable), and
- designation "SR" for pipe meeting sulfate-resistant concrete plan requirements (when applicable).

Clearly mark 1 end of each section during the process of manufacture or immediately thereafter for pipe with elliptical reinforcement. Mark the pipe on the inside and outside of opposite walls to show the location of the top or bottom of the pipe as it should be installed unless the external shape of the pipe is such that the correct position of the top and bottom is obvious. Mark the pipe section by indenting or painting with waterproof paint.

2.4. **Inspection.** Provide access for inspection of the finished pipe at the project site before and during installation.

2.5. **Causes for Rejection.** Individual section of pipe may be rejected for any of the conditions stated in the Annex of DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

2.6. **Repairs.** Make repairs if necessary as stated in the Annex of DMS-7310, "Reinforced Concrete Pipe and Machine-Made Precast Concrete Box Culvert Fabrication and Plant Qualification."

2.7. **Jointing Materials.** Use any of the following materials for the making of joints unless otherwise shown on the plans. Furnish a manufacturer's certificate of compliance for all jointing materials except mortar.

2.7.1. **Mortar.** Provide mortar for joints that meets the requirements of Section 464.3.3., "Jointing."

2.7.2. **Cold-Applied, Plastic Asphalt Sewer Joint Compound.** Provide a material that consists of natural or processed asphalt base, suitable volatile solvents, and inert filler. Ensure the consistency is such that the ends of the pipe can be coated with a layer of the compound up to 1/2 in. thick by means of a trowel. Provide

a joint compound that cures to a firm, stiff plastic condition after application. Provide a material of a uniform mixture. Stir any small separation found in the container into a uniform mix before using.

Provide a material that meets the requirements of Table 4 when tested in accordance with Tex-526-C.

Table 4
Cold-Applied, Plastic Asphalt Sewer Joint Compound Material Requirements

Composition	Analysis
Asphalt base, 100%–% volatiles–% ash, % by weight	28–45
Volatiles, 212°F evaporation, 24 hr., % by weight	10–26
Mineral matter, determined as ash, % by weight	30–55
Consistency, cone penetration, 150 g, 5 sec., 77°F	150–275

2.7.3. **Rubber Gaskets.** Provide gaskets that conform to ASTM C1619 Class A or C. Meet the requirements of ASTM C443 for design of the pipe joints and permissible variations in dimensions.

2.7.4. **Pre-Formed Flexible Joint Sealants.** Pre-formed flexible joint sealants may be used for sealing joints of tongue-and-groove concrete pipe. Provide flexible joint sealants that meet the requirements of ASTM C990. Use flexible joint sealants that do not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength. Supply in extruded rope form of suitable cross-section. Provide a size of the pre-formed flexible joint sealant in accordance with the manufacturer's recommendations and large enough to properly seal the joint. Protect flexible joint sealants with a suitable wrapper able to maintain the integrity of the jointing material when the wrapper is removed.

3. CONSTRUCTION

3.1. **Excavation, Shaping, Bedding, and Backfill.** Excavate, shape, bed, and backfill in accordance with Item 400, "Excavation and Backfill for Structures," except where jacking, boring, or tunneling methods are permitted. Jack, bore, or tunnel the pipe in accordance with Item 476, "Jacking, Boring, or Tunneling Pipe or Box." Immediate backfilling is permitted if joints consist of materials other than mortar. Take special precautions in placing and compacting the backfill to avoid any movement of the pipe or damage to the joints. Do not use heavy earth-moving equipment to haul over the structure until a minimum of 4 ft. of permanent or temporary compacted fill has been placed over the structure unless otherwise shown on the plans or permitted in writing. Remove and replace pipe damaged by the Contractor at no expense to the Department.

3.2. **Laying Pipe.** Start the laying of pipe on the bedding at the outlet end with the spigot or tongue end pointing downstream, and proceed toward the inlet end with the abutting sections properly matched, true to the established lines and grades unless otherwise authorized. Fit, match, and lay the pipe to form a smooth, uniform conduit. Cut cross trenches in the foundation to allow the barrel of the pipe to rest firmly upon the bedding where bell-and-spigot pipe is used. Cut cross trenches no more than 2 in. larger than the bell ends of the pipe. Lower sections of pipe into the trench without damaging the pipe or disturbing the bedding and the sides of the trench. Carefully clean the ends of the pipe before the pipe is placed. Prevent the earth or bedding material from entering the pipe as it is laid. Lay the pipe in the trench, when elliptical pipe with circular reinforcing or circular pipe with elliptical reinforcing is used, so the markings for the top or bottom are not more than 5° from the vertical plane through the longitudinal axis of the pipe. Remove and re-lay, without extra compensation, pipe that is not in alignment or shows excessive settlement after laying.

Lay multiple lines of reinforced concrete pipe with the centerlines of the individual barrels parallel. Use the clear distances between outer surfaces of adjacent pipes shown in Table 5 unless otherwise shown on the plans. Use the equivalent diameter from Table 2 or Table 3 for arch pipe or horizontal elliptical pipe to determine the clear distance requirement in Table 5.

Table 5
Minimum Clear Distance between Pipes

Equivalent Diameter	Min Clear Distance
18 in.	9 in.
24 in.	11 in.
30 in.	1 ft. 1 in.
36 in.	1 ft. 3 in.
42 in.	1 ft. 5 in.
48 in.	1 ft. 7 in.
54 in.	1 ft. 11 in.
60 to 84 in.	2 ft.

3.3. **Jointing.** Make available an appropriate rolling device similar to an automobile mechanic's "creeper" for conveyance through small-size pipe structures.

3.3.1. **Joints Sealed with Hydraulic Cement Mortar.** Use Type S mortar meeting the requirements of ASTM C270. Clean and wet the pipe ends before making the joint. Plaster the lower half of the bell or groove and the upper half of the tongue or spigot with mortar. Pack mortar into the joint from both inside and outside the pipe after the pipes are tightly jointed. Finish the inside smooth and flush with adjacent joints of pipe. Form a bead of semicircular cross-section over tongue-and-groove joints outside the pipe, extending at least 1 in. on each side of the joint. Form the mortar for bell-and-spigot joints to a 45° fillet between the outer edge of the bell and the spigot. Cure mortar joints by keeping the joints wet for at least 48 hr. or until the backfill has been completed, whichever comes first. Place fill or backfill once the mortar jointing material has cured for at least 6 hr. Conduct jointing only when the atmospheric temperature is above 40°F. Protect mortared joints against freezing by backfilling or other approved methods for at least 24 hr.

Driveway culverts do not require mortar banding on the outside of the pipe.

Furnish pipes, with approval, that are large enough for a person to enter with the groove between 1/2 in. and 3/4 in. longer than the tongue. Such pipe may be laid and backfilled without mortar joints. Clean the space on the interior of the pipe between the end of the tongue and the groove of all foreign material, thoroughly wet and fill with mortar around the entire circumference of the pipe, and finish flush after the backfilling has been completed.

3.3.2. **Joints Using Cold-Applied, Plastic Asphalt Sewer Joint Compound.** Ensure both ends of the pipes are clean and dry. Trowel or otherwise place a 1/2–in. thick layer of the compound in the groove end of the pipe covering at least 2/3 of the joint face around the entire circumference. Shove home the tongue end of the next pipe with enough pressure to make a tight joint. Remove any excess mastic projecting into the pipe after the joint is made. Backfill after the joint has been inspected and approved.

3.3.3. **Joints Using Rubber Gaskets.** Make the joint assembly according to the recommendations of the gasket manufacturer. Make joints watertight when using rubber gaskets. Backfill after the joint has been inspected and approved.

3.3.4. **Joints Using Pre-Formed Flexible Joint Sealants.** Install pre-formed flexible joint sealants in accordance with the manufacturer's recommendations. Place the joint sealer so no dirt or other deleterious materials come in contact with the joint sealing material. Pull or push home the pipe with enough force to properly seal the joint. Remove any joint material pushed out into the interior of the pipe that would tend to obstruct the flow. Store pre-formed flexible joint sealants in an area warmed naturally or artificially to above 70°F in an approved manner when the atmospheric temperature is below 60°F. Apply flexible joint sealants to pipe joints immediately before placing pipe in trench, and connect pipe to previously laid pipe. Backfill after the joint has been inspected and approved.

3.4. **Connections and Stub Ends.** Make connections of concrete pipe to existing pipes, pipe storm drains, or storm drain appurtenances as shown on the plans.

Mortar or concrete the bottom of existing structures if necessary to eliminate any drainage pockets created by the connections. Repair any damage to the existing structure resulting from making the connections.

Make connections between concrete pipe and corrugated metal pipe with a suitable concrete collar and a minimum thickness of 4 in. unless otherwise shown on the plans.

Finish stub ends for connections to future work not shown on the plans by installing watertight plugs into the free end of the pipe.

Fill lift holes with concrete, mortar, or precast concrete plugs after the pipe is in place.

4. MEASUREMENT

This Item will be measured by the foot. Measurement will be made between the ends of the pipe barrel along the flow line, not including safety end treatments. Safety end treatments will be measured in accordance with Item 467, "Safety End Treatment." Pipe that will be jacked, bored, or tunneled will be measured in accordance with Item 476, "Jacking, Boring, or Tunneling Pipe or Box." Measurement of spurs, branches, or new connecting pipe will be made from the intersection of the flow line with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of pipe, the length of pipe tying into the structure wall will be included for measurement, but no other portion of the structure length or width will be included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Reinforced Concrete Pipe," "Reinforced Concrete Pipe (Arch)," or "Reinforced Concrete Pipe (Elliptical)" of the size and D-load specified or of the size and class specified. This price is full compensation for constructing, furnishing, transporting, placing, and joining pipes; shaping the bed; cutting pipes on skew or slope; connecting to new or existing structures; breaking back, removing, and disposing of portions of the existing structure; replacing portions of the existing structure; cutting pipe ends on skew or slope; and equipment, labor, tools, and incidentals.

Protection methods for excavations greater than 5 ft. deep will be measured and paid for as required under Item 402, "Trench Excavation Protection," or Item 403, "Temporary Special Shoring." Excavation, shaping, bedding, and backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures." When jacking, boring, or tunneling is used at the Contractor's option, payment will be made under this Item. When jacking, boring or tunneling is required, payment will be made under Item 476, "Jacking, Boring or Tunneling Pipe or Box."

Item 500
Mobilization

1. DESCRIPTION

Establish and remove offices, plants, and facilities. Move personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items. Bonds and insurance are required for performing mobilization.

2. MEASUREMENT

This Item will be measured by the lump sum or each as the work progresses. Mobilization is calculated on the base bid onl and will not be paid for separately on any additive alternate projects added to the Contract.

3. PAYMENT

For this Item, the adjusted Contract amount will be calculated as the total Contract amount less the lump sum for mobilization. Except for Contracts with callout or emergency work, mobilization will be paid in partial payments as follows:

- Payment will be made upon presentation of a paid invoice for the payment or performance bonds and required insurance.
- Payment will be made upon verification of documented expenditures for plant and facility setup. The combined amount for all these facilities will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less.
- When 1% of the adjusted Contract amount for construction Items is earned, 50% of the mobilization lump sum bid or 5% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
- When 5% of the adjusted Contract amount for construction Items is earned, 75% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under the Item will be deducted from this amount.
- When 10% of the adjusted Contract amount for construction Items is earned, 90% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
- Upon final acceptance, 97% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount.
- Payment for the remainder of the lump sum bid for "Mobilization" will be made after all submittals are received, final quantities have been determined and when any separate vegetative establishment and maintenance, test, and performance periods provided for in the Contract have been successfully completed.

For projects with extended maintenance or performance periods, payment for the remainder of the lump sum bid for "Mobilization" will be made six months after final acceptance.

For Contracts with callout or emergency work, "Mobilization," will be paid as follows:

- Payment will be made upon presentation of a paid invoice for the payment of performance bonds and required insurance;
- Mobilization for callout work will be paid for each callout work request; and
- Mobilization for emergency work will be paid for each emergency work request.

Item 502
Barricades, Signs, and Traffic Handling

1. DESCRIPTION

Provide, install, move, replace, maintain, clean, and remove all barricades, signs, cones, lights, and other traffic control devices used for traffic handling as indicated on the plans and as directed.

2. CONSTRUCTION

Implement the traffic control plan (TCP) shown on the plans.

Provide traffic control devices that conform to details shown on the plans, the TMUTCD, and the *Compliant Work Zone Traffic Control Device List* (CWZTCDL) maintained by the Traffic Operations Division. In cases of disagreement between these two documents, the CWZTDL governs over the plans and the TMUTCD governs over both the CWZTCDL and the plans.

Before beginning work, designate in writing, a Contractor's Responsible Person (CRP) and an alternate to be the representative of the Contractor who is responsible for taking or directing corrective measures regarding the TCP. The CRP or designated alternate must be accessible by phone 24 hr. per day and able to respond when notified. The CRP and designated alternate must comply with the requirements of Section 502.2.5., "Training."

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 CWZTCDL.

Use fluorescent prismatic reflfective sheeting, meeting the requirements of DMS-8300 Type BFL or CFL, for all signs and traffic control devices that have an orange background and a black non-reflective legend on all work zones. Manufacture all signs with a white background and black non-reflective legend using High Specific Intensity sheeting meeting the requirements of DMS-8300 Type A. Orange and white sheeting used on channelizing devices must be manufactured using High Specific Intensity sheeting meeting the requirements of DMS-8300 Type A.

At no time will the Contractor mix Type BFL or CFL fluorescent orange sheeting with orange Type A High Specific Intensity sheeting on the same project. White Engineering Grade (Type A) will not be mixed with white High Specific Intensity (Type A) sheeting.

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.

2.1. **Flaggers.** Designate in writing, a flagging instructor who will serve as a flagging supervisor and is responsible for training and assuring that all flaggers are qualified to perform flagging duties.

Comply with the requirements of Section 502.2.5., "Training." Provide a list of flaggers certified to perform flagging duties.

Flaggers must be courteous and able to effectively communicate with the public. When directing traffic, flaggers must dress appropriately, wear high-visibility safety apparel, use flags, signs, stop-slow paddles, and other hand-signaling devices, and follow the flagging procedures set forth in the TMUTCD.

2.2. **Law Enforcement.** Uniformed officers providing work zone traffic services must be trained for the service they perform. Comply with Section 502.2.5., "Training."

2.3. **Removal.** Remove all barricades, signs, cones, lights, and other traffic control devices used for work zone traffic handling upon completion of work as shown on the plans or as directed.

2.4. **Training.** Workers involved with TCP must be trained using Department-approved training as shown on the plans. Provide a copy of the certification of completion to the Engineer.

3. MEASUREMENT

Barricades, Signs, and Traffic Handling will be measured by the month. Law enforcement officer and patrol vehicle will be measured by the hour.

4. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Barricades, Signs, and Traffic Handling." This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

When the plans establish pay items for particular work in the TCP, that work will be measured and paid under pertinent Items.

4.1. **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.

4.2. **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.

4.3. **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."

4.4. **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.

4.5. **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."

4.6. **Law Enforcement.** 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 "Uniformed Police Officer." 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 and, SWP3 (storm water control measures, soil retention blankets, seeding, sodding, etc.) activities must complete the following training before performing soil disturbing or SWP3 activities on the project. Training is provided by the Department at no cost to the Contractor and is valid for 3 yr. from the date of completion. The Engineer may require training at a frequency less than 3 yr. based on environmental needs.

- "Environmental Management System: Awareness Training for the Contractor (English and Spanish) (Approximate running time 20 min.)"
- "Storm Water: Environmental Requirements During Construction (English and Spanish) (Approximate running time 20 min.)"

The CRPE, alternate CRPE, Contractor's superintendent, and Contractor and subcontractor lead personnel involved in soil disturbing or SWP3 activities must enroll and complete the training listed below and provide the Certification of Completion before performing soil disturbing or SWP3 activities on the project. Training is provided by a third party and is valid for 3 yr. from the date shown on the Certificate of Completion. Coordinate enrollment through the third party and pay associated fees for the following training:

- "Revegetation During Construction,"
- "Construction General Permit Compliance," and
- "Construction Stage Gate Checklist (CSGC)."

Training may take place at a location at the discretion of the Contractor. Training and associated fees will not be measured or paid for directly but are considered subsidiary to this Item.

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.

GENERAL NOTES AND STANDARD SPECIFICATIONS

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: [signature]
Print Name: MIGUEL A. RAMOS
Title: PRESIDENT
Telephone Number: (956) 580-2675
Date: 07/01/2015

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
REIM Construction, Inc.

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.)
9612 N. STEWART RD.

Requester's name and address (optional)

City, state, and ZIP code
MISSION, TX. 78573

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
26 - 0477105

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 ▶ [signature] | Date ▶ 07/01/2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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).:1250477105000 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:

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	1260477105000
File/Vendor Number:	481265
Approval Date:	22-JUL-2013
Scheduled Expiration Date:	22-JUL-2017

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

REIM CONSTRUCTION, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 26-JUL-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (**http://www.window.state.tx.us/procurement/cmbl/cmblhub.html**) or by contacting the HUB Program at **1-888-863-5881** or **512- 463-5872**.

Rev. 09/12

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.	OFFICE USE ONLY
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.	Date Received

1 **Name of person who has a business relationship with local governmental entity.**

NONE

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.**

NONE

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 ☒ N/A 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 ☒ N/A 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 ☒ N/A No

D. Describe each employment or business relationship with the local government officer named in this section.

4

REIM Construction, Inc.

Signature of person doing business with the governmental entity

07/01/2015

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 1st. day of JULY, 2015.

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

OMB No.: 1215-0149
Expires: 03/31/2006

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS

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 ST	(4) DAY AND DATE HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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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 3729 OF TITLE 31 OF THE UNITED STATES CODE

Form 253 (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, 1998

Exhibit E-F

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

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

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

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:
	[redacted]			
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			
	[redacted]			
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			
	[redacted]			
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: _____
Engineer (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: _____

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
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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, 1950

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					

Exhibit E-G

ASAGO CONSTRUCTION
"QUALITY AND SERVICE"

RAUL IGLESIAS
Manger

ASAGO, LLC
2113 Pecos
Mission, TX 78572
(956)607-0741 office
(956)585-7040 fax
iglesias@hiline.net

October 1, 2008

Mr. Javier Hinojosa, P.E.
Javier Hinojosa Engineering
4126 E. Dove Ave.
Mcallen, TX 78504

RE: Hidalgo County Colonia Access Program
Drainage and Paving Construction at El Sol Subdivision Unit # 1 & 2
Contract No.: C-CAP-08-021-7-01

Mr. Hinojosa:

The following is the list of suppliers used in the above mentioned projects as per the County's request:

Rio Valley Pipe 7301 W. Exp. 83 Mission, TX 78572 (956)-584-5770

If you have any questions, please call me at (956) 607-0741

Best regards,
Raul Iglesias
Raul Iglesias, Manger

DRAFT

Exhibit E-H

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF_____.

The undersigned contracted with _____
_____to furnish_____
in connection with certain improvements to real property located in_____
County, Texas, and owned by_____
Which improvements are described as follows:

_____
_____
_____

In consideration of Pay Estimate No _____in the amount of_____
_____DOLLAR($_____)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

_____
CONTRACTOR

BY:_____
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the_____day of_____,20__to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: _____

Exhibit E-I

CONTRACTOR'S AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

PROJECT: **PROJECT NO.**
OWNER:
CONTRACTOR:
ENGINEER:

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwisse been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

CONTRACTOR

By

Title

Subscribed and sworn to before me this day of

Notary Public:

My Commission Expires:

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Exhibit 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 _____

Exhibit E-M

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

_____ 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 Quan	Original Schedule Value Dollars	Revised Rates	Value Quan	Value Dollars	First Month Monthly Quan	First Month QTY to Date	First Month Item Cost (Monthly)	Second Month Monthly Quan	Second Month QTY to Date	Second Month Item Cost (Monthly)	Third Month Monthly Quan	Third Month QTY to Date	Third Month Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
		(905) ROADWAY																			
1	100	Preparation of Right-of-Way	Sta	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
2	152	6" road Grader Work(Dens Cont.) Subgrade	SY	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
3	247	6" FL BS(Compt In Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-		0	-	-	-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(906) DRAINAGE																			
11	530	Drvwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drvwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	6" 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		8.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-						-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

Print Name

Date

Signature

Exhibit E-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

July 3, 2015

RE:
ADDENDUM NO.1
FOR BID No.: CAP-15-223-07-01-YSS
"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

July 3, 2015

"HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM ROAD & DRAINAGE CONSTRUCTION FOR RENA RAE"
BID NO.: CAP-15-223-07-01-YSS
Bid Opening Date: July 01, 2015

SAMPLE

PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 BID OPENING DATE HAS CHANGED BIDS WILL BE RECEIVED AND OPENED AT 9:30 A.M. ON WEDNESDAY, July 8, 2015.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, July 3, 2015, 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.....

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

§ 262.031. CHANGES IN PLANS AND SPECIFICATIONS.

(a) If it becomes necessary to make changes in plans, specifications, or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the commissioners court may make the changes. However, the total contract price may not be increased unless the cost of the change can be paid from available funds.

(b) If a change order involves an increase or decrease in cost of $50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 104, § 1, eff. May 7, 1993; Acts 1993, 73rd Leg., ch. 891, § 1, eff. June 19, 1993; Acts 1995, 74th Leg., ch. 746, § 4, eff. Aug. 28, 1995.

Zimbra **yvette.salinas@co.hidalgo.tx.us**

Request AI Final Negotiated Contract Lorenzana Subdivision

From : Marcie Jackson <marcie.jackson@co.hidalgo.tx.us> Thu, Nov 05, 2015 03:27 PM

1 attachment

Subject : Request AI Final Negotiated Contract Lorenzana Subdivision

To : Friend Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>

Cc : John Paul Lugo <johnpaul.lugo@co.hidalgo.tx.us>, Raul Lozano <raul.lozano@co.hidalgo.tx.us>

Yvette,

Please submit: Approval of final negotiated contract for Precinct 1 – 3rd Call Border Colonias Project:
Lorenzana Subdivision (CSJ: 3C1080422)
Contractor: REIM Construction, Inc.
Project Engineer: LeFevre Engineering & Management Consulting, LLC
Account: REQ#287544 5-1312-431-00-121-422-0-721 & 723 & 5-1345-431-00-121-422-0-721

Thank you,

Marcie Jackson
Accounts Payable Clerk
Hidalgo County Precinct No.1
1902 Joe Stephens Ave. Suite 101
Weslaco, Texas 78599
Phone# (956)968-8733
Fax# (956)973-7804

Contract Lorenzana Subdivision Part 1.pdf

12 MB

AI-52023 **Purchasing Department** **24. G. 2.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the following for C-CAP-15-257-10-06 Heidelberg Subdivision between Hidalgo County and 2GS, LLC as submitted through project engineer, LeFevre Engineering & Management Consulting, LLC.:

A. Final construction contract (CC approved 10-06-15) in the amount of $824,327.70;

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1312-431-00-121-314-0-721

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

BUDGETARY IMPACT:

Funds available through Req#286978.

FISCAL YEAR: 2015 **ACCT. #:** 5-1312-431-00-121-314-0-XXX

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

BUDGETARY IMPACT:

pending LIT AI-52015 11-10-15 (Consent)

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

$295,673.70 will be funded by Drainage District No.1 - Interlocal approved by Drainage District Board of Directors Meeting on 09-29-15 ai#51574

Attachments

heidelberg cntrct aprvl ai bk up

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/29/2015 02:42 PM
Budget & Management	Veronica Ortiz	10/29/2015 03:11 PM
Glinda Pacheco	Glinda Pacheco	11/02/2015 01:50 PM
Auditor's Office	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Yvette Islas		Started On: 10/28/2015 02:03 PM
Final Approval Date: 11/06/2015		

BID DOCUMENTS & SPECIFICATIONS

FOR THE

HIDALGO COUNTY PRECINCT # 1
BORDER COLONIA ACCESS PROGRAM ROUND 3

ROAD AND DRAINAGE CONSTRUCTION TO HEIDELBERG SUBDIVISION
CSJ# - 3C-1080-314

Hidalgo County Precinct 1

Hidalgo County, Texas

April 2015

STATE OF TEXAS
EMIGDIO SALINAS
107703
LICENSED
PROFESSIONAL ENGINEER

6-2-15

Emigdio "Milo" Salinas, PE

LEMC No. 161

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

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HEIDELBERG SUBDIVISION

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2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
3a) Statement of Credentials
4) Information for Bidders
5) Bid Form
6) Bid Bond
7) Draft Contract
8) Non Collusion
9) Payment Bond
10) Performance Bond

11) **Exhibit C**
    a. Insurance

12) General Conditions of the Agreement
13) Title 29 Labor
14) Standard General Condition of Construction Contract
15) Supplemental General Condition

16) **Exhibit A** General Notes & Standard Specifications
    a. Technical Specifications
    b. Hidalgo County Specifications as per 340
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17) **Exhibit B**
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18) **Exhibit D Border Wage Rates**
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19) **Exhibit E**
    a. Checklist
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    d. Estimate Quantity Update
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o. Quantity Work Sheet

20) Construction Identification Sign

21) Addendum Sample

July 17, 2015

The Monitor
1400 E Nolana Loop / P.O. Box 3267
McAllen, Texas 78504/78502

Ph: 956-683-4183 / Fax: 956-683-4105
Email: eflores@themonitor.com

RE: BID NO.: CAP-15-257-08-12-YSS

HIDALGO COUNTY PRECINCT NO. 1 – "ROAD & DRAINAGE CONSTRUCTION FOR HEIDELBURG SUBDIVISION"

(COLONIA ACCESS PROGRAM PROJECT ROUND III)

BID OPENING DATE: AUGUST 12, 2015

Ms:

Please publish twice the enclosed advertisement under the legal ad section of your newspaper. The first publication should run on **SATURDAY, JULY 25, 2015** and the second time on **SATURDAY, AUGUST 01, 2015.**

After these publications, please submit to this office a publisher's affidavit for our records. The billing statement should be mailed to:

HIDALGO COUNTY COLONIA ACCESS PROGRAM
c/o MARCIE JACKSON
1902 JOE STEPHENS AVENUE, SUITE 101
WESLACO, TEXAS 78599
(956) 968-8733

Please refer to **PO# 724718** when billing for this publication.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yss

REQUEST FOR BIDS

(Colonia Access Program Project)

TO SUPPLY HIDALGO COUNTY (PRECINCT NO. 1) with sealed bids on:

CAP-15-257-08-12-YSS "ROAD & DRAINAGE CONSTRUCTION FOR HEIDELBURG SUBDIVISION"

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than 5% of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained from the office of **LeFevre Engineering & Management Consulting, LLC, 612 Nolana, Suite 520, McAllen, Texas 78504,** Phone No **(956) 687-5362** for the amount of **$100.00.** General and/or Prime Contractors submitting bids and/or proposals to the County of Hidalgo shall be non-refundable

PRE-BID CONFERENCE is scheduled for **WEDNESDAY, AUGUST 05, 2015** at **2:00 P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539.**

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.: **CAP-15-257-08-12-YSS "ROAD & DRAINAGE CONSTRUCTION FOR HEDELBURG SUBDIVISION"** on the lower left hand corner of the corresponding 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	Physical Location:
Hidalgo County New Administration Building	**Hidalgo County New Administration Building**
2812 S. Business Hwy 281	**2802 S. Business Hwy. 281**
Edinburg, Texas 78539	**(Southeast of Canton Rd & Business 281)**
	Edinburg, Texas 78539

Sealed bids will be accepted until **9:30 a.m. on Wednesday, AUGUST 12, 2015** 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.) and Urban County Program CDBG funds.

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the **7TH** day of **JULY, 2015.**

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

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

LEGAL NOTICE **BID NO: CAP-15-257-08-12-YSS**

1. Sealed bids will be received for **"HIDALGO COUNTY – BORDER COLONIA ACCESS PROGRAM PRECINCT 1 ROAD AND DRAINAGE CONSTRUCTION FOR HEIDELBERG SUBDIVISION CAP-15-257-08-12-YSS"** 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: **" CAP-15-257-08-12-YSS - HIDALGO COUNTY - BORDER COLONIA ACCESS PROGRAM PRECINCT 1 ROAD AND DRAINAGE CONSTRUCTION FOR HEIDELBERG 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, AUGUST 12, 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 - CAP-15-257-08-12-YSS – HEIDELBERG 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 HEIDELBERG 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 No. 1
1902 Joe Stephens Ave., Suite 101
Weslaco, Texas 78599

18. Schedule of Events

Bid Opening, 9:30 AM	**August 12, 2015**
Award of Contract	**August 26, 2015**
Commence Work or Deliver Products	**September 2, 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.: CAP-15-257-08-12-YSS

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: **2GS, LLC**

Address: P.O. Box 595, Penitas, Texas 78576

By:

Printed Name: Humberto Garcia Jr.

Title: Member

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: 2GS, LLC

Address: P.O. Box 595

Peñitas, Texas 78576

Date Organized: January 20, 2012 Date Incorporated: January 20, 2012

Office Number: 956-424-3414 Fax Number: 956-683-6149

Number of years in business under present name: 3 years

Type of work performed by your company: Paving and Underground Civil Utility Infrastructure

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

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: Hidago County Urban County Program

Address: 427 E. Duranta Ave., Suite 107, Alamo, Texas 78576

Ph/Fx Number: (956) 787-8127 Email: monica.leal@co.hidalgo.tx.us

Scope of Work Description: City of Progreso - Street Improvements

Date Completed: July 2013 Total Cost: $485,155

****

2. Owner: La Joya ISD

Address: 201 E. Expressway 83, La Joya, Texas 78560

Ph/Fx Number: (956) 580-8868 Email: d.garza9@lajoyaisd.net - Daniel Garza

Scope of Work Description: Paving & Drainage Improvements to Elementary Schools

Date Completed: January 2014 Total Cost: $687,000

****

3. Owner: Hidalgo County Pct. #2

Address: 1304 S. 25th Street, Edinburg, Texas 78539

Ph/Fx Number: 956-318-2626 Email: raul.sesin@hcdd1.org

Scope of Work Description: Little Mexico Subd. and S. Tower Estates Paving Improvements & Drainage Improvements

Date Completed: October 2013 Total Cost: $468,569

****

4. Owner: Hidalgo County Pct.#2

Address: 1304 S. 25th Street, Edinburg, Texas 78539

Ph/Fx Number: 956-318-2626 Email: raul.sesin@co.hidalgo.tx.us

Scope of Work Description: McColl Road Overlay & Curb & Gutter Improvements

Date Completed: August 2013 Total Cost: $408,758

****

5. Owner: City of San Juan

Address: 709 South Nebraska, San Juan, Texas 78589

Ph/Fx Number: (956) 702-6408 Email: ronnie@cruzhogan.net

Scope of Work Description: Street Reconstruction & Drainage Improvements

Date Completed: October 2014 Total Cost: $863,094

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

Hidalgo County Pct.#1 - Sioux Road Paving & Drainage - $ 740,819

Mission CISD Tracks Improvements - $811,900

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.

None

6. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the bidder shall perform no less than eighty percent (80%) of the work with his own organization, only twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this 11th day of August, 2015.

2GS, LLC

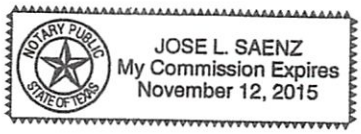
By _____

Title Member

Subscribed and sworn to me this 11th day of August, 2015.

By: Jose L. Saenz

Notary Public in and for Hidalgo County, Texas



My commission expires Nov. 12, 2015

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 August 12, 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. CAP-15-257-08-12-YSS
Heidelberg 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 300 **consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of $500 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-15-257-08-12-YSS

HEIDELBERG 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 – OLIVE AVE.				one thousand one		
100	12.75	STA	PREPARING ROW	hundred Dollars zero Cents	$1,100.00	$14,025.00
260	3262	SY	6" LIME TREAT (3%) EXIST. MATL (SUBGRADE)	two Dollars zero Cents	$ 2.00	$ 6,524.00
260	355	CY	LIME TREATED (3%) FLEXBASE (MIX EXIST. MATL)	twenty-three Dollars zero Cents	$ 23.00	$ 8,165.00
247	374	CY	FL BS (CMP NPLC)(TY E GR4) (FNAL POS)	forty-two Dollars zero Cents	$ 42.00	$ 15,708.00
310	598	GAL	ASPH MATERIAL (MC-30)	four Dollars zero Cents	$ 4.00	$ 2,392.00
529	0	LF	24-INCH CONC. LAYDOWN CURB	eight Dollars eighty-five Cents	$ 8.85	$ ----------
168	45.87	1000 GAL	VEGETATIVE WATERING	fifteen Dollars zero Cents	$ 15.00	$ 688.05
164	0.35	AC	CELL FBR MLCH SEED (PERM)(URBAN)(CLAY)MATL)	three thousand Dollars zero Cents	$ 3,000.00	$ 1,050.00
251	729	CY	REWORK BS MTL	one Dollars zero Cents	$ 1.00	$ 729.00
260	51.75	TONS	LIME (HYD, COM OR OK) (SLURRY)	two hundred Dollars zero Cents	$ 200.00	$ 10,350.00

Roadway Subtotal	$59,631.05

DRAINAGE – OLIVE AVE.

530	514	SY	Driveway (ASPH-CONC-PAV)(PB-1)	sixteen Dollars zero Cents	$ 16.00	$ 8,224.00
530	55	SY	Driveway (Concrete 3000 PSI)	thirty-one Dollars zero Cents	$ 31.00	$ 1,705.00
464	40	LF	15" RCP Culvert Pipe	twenty-four Dollars zero Cents	$ 24.00	$ 960.00
4378	644	LF	15" HPP Culvert Pipe	twelve Dollars zero Cents	$ 12.00	$ 7,728.00
506	33	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) INSTALL	four Dollars zero Cents	$ 4.00	$ 132.00
506	33	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) REMOVE	one Dollars zero Cents	$ 1.00	$ 33.00
432	0	CY	RIPRAP (CONC)(CL B)(4")	two hundred fifty Dollars zero Cents	$ 250.00	$ ----------
465	0	EA	TYPE "C" GRATE INLET	one thousand three hundred Dollars zero Cents	$ 1,300.00	$ ----------
465	0	EA	4'X4' CONC. JUNCTION BOX W/ MH ENCLOSURE	one thousand five hundred Dollars zero Cents	$ 1,500.00	$ ----------
467	2	EA	SAFETY END TREATMENT (15")	six hundred Dollars zero Cents	$ 600.00	$ 1,200.00

Drainage Subtotal	$ 19,982.00

PAVING – PALM AVE. (SOUTH)

100	4.95	STA	PREPARING ROW	one thousand one hundred Dollars zero Cents	$ 1,100.00	$ 5,445.00
260	1216	SY	6" LIME TREAT (3%) EXIST. MATL (SUBGRADE)	two Dollars zero Cents	$ 2.00	$ 2,432.00
260	138	CY	LIME TREATED (3%) FLEXBASE (MIX EXIST. MATL)	twenty-three Dollars zero Cents	$ 23.00	$ 3,174.00
247	134	CY	FL BS (CMP NPLC)(TY E GR4) (FNAL POS)	forty-two Dollars zero Cents	$ 42.00	$ 5,628.00
310	220	GAL	ASPH MATERIAL (MC-30)	four Dollars zero Cents	$ 4.00	$ 880.00
529	0	LF	24-INCH CONC. LAYDOWN CURB	eight Dollars eighty-five Cents	$ 8.85	$ ----------
168	16.2	1000 GAL	VEGETATIVE WATERING	fifteen Dollars zero Cents	$ 15.00	$ 243.00
164	0.12	AC	CELL FBR MLCH SEED (PERM)(URBAN)(CLAY)MATL)	three thousand Dollars zero Cents	$ 3,000.00	$ 360.00
251	272	CY	REWORK BS MTL	one Dollars zero Cents	$ 1.00	$ 272.00
260	19.30	TONS	LIME (HYD, COM OR OK) (SLURRY)	two hundred Dollars zero Cents	$ 200.00	$ 3,860.00

Roadway Subtotal	$ 22,294.00

DRAINAGE – PALM AVE. (SOUTH)

530	198	SY	Driveway (ASPH-CONC-PAV)(PB-1)	sixteen Dollars zero Cents	$	16.00	$ 3,168.00
530	66	SY	Driveway (Concrete 3000 PSI)	thirty-one Dollars zero Cents	$	31.00	$ 2,046.00
464	0	LF	15" RCP Culvert Pipe	twenty-four Dollars zero Cents	$	24.00	$ ----------
4378	301.5	LF	15" HPP Culvert Pipe	twelve Dollars zero Cents	$	12.00	$ 3,618.00
506	26	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) INSTALL	four Dollars zero Cents	$	4.00	$ 104.00
506	26	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) REMOVE	one Dollars zero Cents	$	1.00	$ 26.00
432	0	CY	RIPRAP (CONC)(CL B)(4")	two hundred fifty Dollars zero Cents	$	250.00	$ ----------
465	0	EA	TYPE "C" GRATE INLET	one thousand three hundred Dollars zero Cents	$	1,300.00	$ ----------
465	0	EA	4'X4' CONC. JUNCTION BOX W/ MH ENCLOSURE	one thousand five hundred Dollars zero Cents	$	1,500.00	$ ----------
467	0	EA	SAFETY END TREATMENT (15")	six hundred Dollars zero Cents	$	600.00	$ ----------

Drainage Subtotal	$ 8,962.00

PAVING – PALM AVE. (NORTH)

100	4.95	STA	PREPARING ROW	one thousand one hundred Dollars zero Cents	$ 1,100.00	$ 5,445.00
260	1282	SY	6" LIME TREAT (3%) EXIST. MATL (SUBGRADE)	two Dollars zero Cents	$ 2.00	$ 2,564.00
260	138	CY	LIME TREATED (3%) FLEXBASE (MIX EXIST. MATL)	twenty-three Dollars zero Cents	$ 23.00	$ 3,174.00
247	149	CY	FL BS (CMP NPLC)(TY E GR4) (FNAL POS)	forty-two Dollars zero Cents	$ 42.00	$ 6,258.00
310	236	GAL	ASPH MATERIAL (MC-30)	four Dollars zero Cents	$ 4.00	$ 944.00
529	0	LF	24-INCH CONC. LAYDOWN CURB	eight Dollars eighty-five Cents	$ 8.85	$ ----------
168	18.51	1000 GAL	VEGETATIVE WATERING	fifteen Dollars zero Cents	$ 15.00	$ 277.65
164	0.14	AC	CELL FBR MLCH SEED (PERM)(URBAN)(CLAY)MATL)	three thousand Dollars zero Cents	$ 3,000.00	$ 420.00
251	287	CY	REWORK BS MTL	one Dollars zero Cents	$ 1.00	$ 287.00
260	20.35	TONS	LIME (HYD, COM OR OK) (SLURRY)	two hundred Dollars zero Cents	$ 200.00	$ 4,070.00

Roadway Subtotal	$ 23,439.65

DRAINAGE – PALM AVE. (NORTH)

530	200	SY	Driveway (ASPH-CONC-PAV)(PB-1)	sixteen Dollars zero Cents	$ 16.00	$ 3,200.00
530	7	SY	Driveway (Concrete 3000 PSI)	thirty-one Dollars zero Cents	$ 31.00	$ 217.00
464	80	LF	15" RCP Culvert Pipe	twenty-four Dollars zero Cents	$ 24.00	$ 1,920.00
4378	218	LF	15" HPP Culvert Pipe	twelve Dollars zero Cents	$ 12.00	$ 2,616.00
506	80	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) INSTALL	four Dollars zero Cents	$ 4.00	$ 320.00
506	80	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) REMOVE	one Dollars zero Cents	$ 1.00	$ 80.00
432	0	CY	RIPRAP (CONC)(CL B)(4")	two hundred fifty Dollars zero Cents	$ 250.00	$ ----------
465	0	EA	TYPE "C" GRATE INLET	one thousand three hundred Dollars zero Cents	$ 1,300.00	$ ----------
465	0	EA	4'X4' CONC. JUNCTION BOX W/ MH ENCLOSURE	one thousand five hundred Dollars zero Cents	$ 1,500.00	$ ----------
467	4	EA	SAFETY END TREATMENT (15")	six hundred Dollars zero Cents	$ 60.00	$ 2,400.00

Drainage Subtotal	$ 10,753.00

PAVING – ORANGE GROVE AVE.

100	12.75	STA	PREPARING ROW	one thousand one hundred Dollars zero Cents	$ 1,100.00	$ 14,025.00
260	3229	SY	6" LIME TREAT (3%) EXIST. MATL (SUBGRADE)	two Dollars zero Cents	$ 2.00	$ 6,458.00
260	389	CY	LIME TREATED (3%) FLEXBASE (MIX EXIST. MATL)	twenty-three Dollars zero Cents	$ 23.00	$ 8,947.00
247	333	CY	FL BS (CMP NPLC)(TY E GR4) (FNAL POS)	forty-two Dollars zero Cents	$ 42.00	$ 13,986.00
310	590	GAL	ASPH MATERIAL (MC-30)	four Dollars zero Cents	$ 4.00	$ 2,360.00
529	0	LF	24-INCH CONC. LAYDOWN CURB	eight Dollars eighty-five Cents	$ 8.85	$ ----------
168	32.53	1000 GAL	VEGETATIVE WATERING	fifteen Dollars zero Cents	$ 15.00	$ 487.95
164	0.25	AC	CELL FBR MLCH SEED (PERM)(URBAN)(CLAY)MATL)	three thousand Dollars zero Cents	$ 3,000.00	$ 750.00
251	722	CY	REWORK BS MTL	one Dollars zero Cents	$ 1.00	$ 722.00
260	51.25	TONS	LIME (HYD, COM OR OK) (SLURRY)	two hundred Dollars zero Cents	$ 200.00	$ 10,250.00

Roadway Subtotal	$ 57,985.95

DRAINAGE – ORANGE GROVE AVE.

530	860	SY	Driveway (ASPH-CONC-PAV)(PB-1)	sixteen Dollars zero Cents	$	16.00	$ 13,760.00
530	67	SY	Driveway (Concrete 3000 PSI)	thirty-one Dollars zero Cents	$	31.00	$ 2,077.00
464	80	LF	15" RCP Culvert Pipe	twenty-four Dollars zero Cents	$	24.00	$ 1,920.00
4378	1015	LF	15" HPP Culvert Pipe	twelve Dollars zero Cents	$	12.00	$ 12,180.00
506	62	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) INSTALL	four Dollars zero Cents	$	4.00	$ 248.00
506	62	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) REMOVE	one Dollars zero Cents	$	1.00	$ 62.00
432	0	CY	RIPRAP (CONC)(CL B)(4")	two hundred fifty Dollars zero Cents	$	250.00	$ ----------
465	0	EA	TYPE "C" GRATE INLET	one thousand three hundred Dollars zero Cents	$	1,300.00	$ ----------
465	0	EA	4'X4' CONC. JUNCTION BOX W/ MH ENCLOSURE	one thousand five hundred Dollars zero Cents	$	1,500.00	$ ----------
467	4	EA	SAFETY END TREATMENT (15")	six hundred Dollars zero Cents	$	600.00	$ 2,400.00

Drainage Subtotal	$ 32,647.00

PAVING – PINE AVE.

100	13.47	STA	PREPARING ROW	one thousand one hundred Dollars zero Cents	$ 1,100.00	$ 14,817.00
260	3320	SY	6" LIME TREAT (3%) EXIST. MATL (SUBGRADE)	two Dollars zero Cents	$ 2.00	$ 6,640.00
260	331	CY	LIME TREATED (3%) FLEXBASE (MIX EXIST. MATL)	twenty-three Dollars zero Cents	$ 23.00	$ 7,613.00
247	411	CY	FL BS (CMP NPLC)(TY E GR4) (FNAL POS)	forty-two Dollars zero Cents	$ 42.00	$ 17,262.00
310	603	GAL	ASPH MATERIAL (MC-30)	four Dollars zero Cents	$ 4.00	$ 2,412.00
529	830	LF	24-INCH CONC. LAYDOWN CURB	eight Dollars eighty-five Cents	$ 8.85	$ 7,345.50
168	44	1000 GAL	VEGETATIVE WATERING	fifteen Dollars zero Cents	$ 15.00	$ 660.00
164	0.33	AC	CELL FBR MLCH SEED (PERM)(URBAN)(CLAY)MATL)	three thousand Dollars zero Cents	$ 3,000.00	$ 990.00
251	742	CY	REWORK BS MTL	one Dollars zero Cents	$ 1.00	$ 742.00
260	52.70	TONS	LIME (HYD, COM OR OK) (SLURRY)	two hundred Dollars zero Cents	$ 200.00	$ 10,540.00

Roadway Subtotal	$ 69,021.50

DRAINAGE – PINE AVE.

530	352	SY	Driveway (ASPH-CONC-PAV)(PB-1)	sixteen Dollars zero Cents	$	16.00	$ 5,632.00
530	206	SY	Driveway (Concrete 3000 PSI)	thirty-one Dollars zero Cents	$	31.00	$ 6,386.00
464	125	LF	15" RCP Culvert Pipe	twenty-four Dollars zero Cents	$	24.00	$ 3,000.00
4378	309	LF	15" HPP Culvert Pipe	twelve Dollars zero Cents	$	12.00	$ 3,708.00
506	58	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) INSTALL	four Dollars zero Cents	$	4.00	$ 232.00
506	58	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) REMOVE	one Dollars zero Cents	$	1.00	$ 58.00
432	6.7	CY	RIPRAP (CONC)(CL B)(4")	two hundred fifty Dollars zero Cents	$	250.00	$ 1,675.00
465	1	EA	TYPE "C" GRATE INLET	one thousand three hundred Dollars zero Cents	$	1,300.00	$ 1,300.00
465	1	EA	4'X4' CONC. JUNCTION BOX W/ MH ENCLOSURE	one thousand five hundred Dollars zero Cents	$	1,500.00	$ 1,500.00
467	2	EA	SAFETY END TREATMENT (15")	six hundred Dollars zero Cents	$	600.00	$ 1,200.00

Drainage Subtotal	$ 24,691.00

PAVING – MAGNOLIA AVE.

100	11.56	STA	PREPARING ROW	one thousand one hundred Dollars zero Cents	$ 1,100.00	$ 12,716.00
260	2944	SY	6" LIME TREAT (3%) EXIST. MATL (SUBGRADE)	two Dollars zero Cents	$ 2.00	$ 5,888.00
260	274	CY	LIME TREATED (3%) FLEXBASE (MIX EXIST. MATL)	twenty-three Dollars zero Cents	$ 23.00	$ 6,302.00
247	384	CY	FL BS (CMP NPLC)(TY E GR4) (FNAL POS)	forty-two Dollars zero Cents	$ 42.00	$ 16,128.00
310	539	GAL	ASPH MATERIAL (MC-30)	four Dollars zero Cents	$ 4.00	$ 2,156.00
529	0	LF	24-INCH CONC. LAYDOWN CURB	eight Dollars eighty-five Cents	$ 8.85	$ ----------
168	52.32	1000 GAL	VEGETATIVE WATERING	fifteen Dollars zero Cents	$ 15.00	$ 784.80
164	0.4	AC	CELL FBR MLCH SEED (PERM)(URBAN)(CLAY)MATL)	three thousand Dollars zero Cents	$ 3,000.00	$ 1,200.00
251	658	CY	REWORK BS MTL	one Dollars zero Cents	$ 1.00	$ 658.00
260	46.75	TONS	LIME (HYD, COM OR OK) (SLURRY)	two hundred Dollars zero Cents	$ 200.00	$ 9,350.00

Roadway Subtotal	$ 55,182.80

DRAINAGE – MAGNOLIA AVE.

530	167	SY	Driveway (ASPH-CONC-PAV)(PB-1)	sixteen Dollars zero Cents	$	16.00	$ 2,672.00
530	0	SY	Driveway (Concrete 3000 PSI)	thirty-one Dollars zero Cents	$	31.00	$ ----------
464	80	LF	15" RCP Culvert Pipe	twenty-four Dollars zero Cents	$	24.00	$ 1,920.00
4378	262	LF	15" HPP Culvert Pipe	twelve Dollars zero Cents	$	12.00	$ 3,144.00
506	113	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) INSTALL	four Dollars zero Cents	$	4.00	$ 452.00
506	113	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) REMOVE	one Dollars zero Cents	$	1.00	$ 113.00
432	0	CY	RIPRAP (CONC)(CL B)(4")	two hundred fifty Dollars zero Cents	$	250.00	$ ----------
465	0	EA	TYPE "C" GRATE INLET	one thousand three hundred Dollars zero Cents	$	1,300.00	$ ----------
465	0	EA	4'X4' CONC. JUNCTION BOX W/ MH ENCLOSURE	one thousand five hundred Dollars zero Cents	$	1,500.00	$ ----------
467	4	EA	SAFETY END TREATMENT (15")	six hundred Dollars zero Cents	$	600.00	$ 2,400.00

Drainage Subtotal	$ 10,701.00

PAVING – GARCIA ST.

100	9.36	STA	PREPARING ROW	one thousand one hundred Dollars zero Cents	$ 1,100.00	$ 10,296.00
260	2215	SY	6" LIME TREAT (3%) EXIST. MATL (SUBGRADE)	two Dollars zero Cents	$ 2.00	$ 4,430.00
260	277	CY	LIME TREATED (3%) FLEXBASE (MIX EXIST. MATL)	twenty-three Dollars zero Cents	$ 23.00	$ 6,371.00
247	217	CY	FL BS (CMP NPLC)(TY E GR4) (FNAL POS)	forty-two Dollars zero Cents	$ 42.00	$ 9,114.00
310	402	GAL	ASPH MATERIAL (MC-30)	four Dollars zero Cents	$ 4.00	$ 1,608.00
529	0	LF	24-INCH CONC. LAYDOWN CURB	eight Dollars eighty-five Cents	$ 8.85	$ ----------
168	39.74	1000 GAL	VEGETATIVE WATERING	fifteen Dollars zero Cents	$ 15.00	$ 596.10
164	0.30	AC	CELL FBR MLCH SEED (PERM)(URBAN)(CLAY)MATL)	three thousand Dollars zero Cents	$ 3,000.00	$ 900.00
251	494	CY	REWORK BS MTL	one Dollars zero Cents	$ 1.00	$ 494.00
260	35.15	TONS	LIME (HYD, COM OR OK) (SLURRY)	two hundred Dollars zero Cents	$ 200.00	$ 7,030.00

Roadway Subtotal	$ 40,839.10

DRAINAGE – GARCIA ST.

530	323	SY	Driveway (ASPH-CONC-PAV)(PB-1)	sixteen Dollars zero Cents	$ 16.00	$ 5,168.00
530	0	SY	Driveway (Concrete 3000 PSI)	thirty-one Dollars zero Cents	$ 31.00	$ ----------
464	0	LF	15" RCP Culvert Pipe	twenty-four Dollars zero Cents	$ 24.00	$ ----------
4378	281	LF	15" HPP Culvert Pipe	twelve Dollars zero Cents	$ 12.00	$ 3,372.00
506	85	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) INSTALL	four Dollars zero Cents	$ 4.00	$ 340.00
506	85	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) REMOVE	one Dollars zero Cents	$ 1.00	$ 85.00
432	0	CY	RIPRAP (CONC)(CL B)(4")	two hundred fifty Dollars zero Cents	$ 250.00	$ ----------
465	0	EA	TYPE "C" GRATE INLET	one thousand three hundred Dollars zero Cents	$ 1,300.00	$ ----------
465	0	EA	4'X4' CONC. JUNCTION BOX W/ MH ENCLOSURE	one thousand five hundred Dollars zero Cents	$ 1,500.00	$ ----------
467	0	EA	SAFETY END TREATMENT (15")	six hundred Dollars zero Cents	$ 600.00	$ ----------

Drainage Subtotal	$ 8,965.00

PAVING – LINDEN AVE. (WEST)

100	2.90	STA	PREPARING ROW	one thousand one hundred Dollars zero Cents	$ 1,100.00	$ 3,190.00
260	714	SY	6" LIME TREAT (3%) EXIST. MATL (SUBGRADE)	two Dollars zero Cents	$ 2.00	$ 1,428.00
260	78	CY	LIME TREATED (3%) FLEXBASE (MIX EXIST. MATL)	twenty-three Dollars zero Cents	$ 23.00	$ 1,794.00
247	82	CY	FL BS (CMP NPLC)(TY E GR4) (FNAL POS)	forty-two Dollars zero Cents	$ 42.00	$ 3,444.00
310	130	GAL	ASPH MATERIAL (MC-30)	four Dollars zero Cents	$ 4.00	$ 520.00
529	0	LF	24-INCH CONC. LAYDOWN CURB	eight Dollars eighty-five Cents	$ 8.85	$ ----------
168	14.45	1000 GAL	VEGETATIVE WATERING	fifteen Dollars zero Cents	$ 15.00	$ 216.75
164	0.11	AC	CELL FBR MLCH SEED (PERM)(URBAN)(CLAY)MATL)	three thousand Dollars zero Cents	$ 3,000.00	$ 330.00
251	160	CY	REWORK BS MTL	one Dollars zero Cents	$ 1.00	$ 160.00
260	11.35	TONS	LIME (HYD, COM OR OK) (SLURRY)	two hundred Dollars zero Cents	$ 200.00	$ 2,270.00

Roadway Subtotal	$13,352.75

DRAINAGE – LINDEN AVE. (WEST)

530	61	SY	Driveway (ASPH-CONC-PAV)(PB-1)	sixteen Dollars zero Cents	$ 16.00	$ 976.00
530	0	SY	Driveway (Concrete 3000 PSI)	thirty-one Dollars zero Cents	$ 31.00	$ ----------
464	80	LF	15" RCP Culvert Pipe	twenty-four Dollars zero Cents	$ 24.00	$ 1,920.00
4378	72	LF	15" HPP Culvert Pipe	twelve Dollars zero Cents	$ 12.00	$ 864.00
506	94	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) INSTALL	four Dollars zero Cents	$ 4.00	$ 376.00
506	94	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) REMOVE	one Dollars zero Cents	$ 1.00	$ 94.00
432	1	CY	RIPRAP (CONC)(CL B)(4")	two hundred fifty Dollars zero Cents	$ 250.00	$ 250.00
465	0	EA	TYPE "C" GRATE INLET	one thousand three hundred Dollars zero Cents	$ 1,300.00	$ ----------
465	0	EA	4'X4' CONC. JUNCTION BOX W/ MH ENCLOSURE	one thousand five hundred Dollars zero Cents	$ 1,500.00	$ ----------
467	5	EA	SAFETY END TREATMENT (15")	six hundred Dollars zero Cents	$ 600.00	$ 3,000.00

Drainage Subtotal	$ 7,480.00

PAVING – LINDEN AVE. (EAST)

100	4.28	STA	PREPARING ROW	one thousand one hundred Dollars zero Cents	$1,100.00	$ 4,708.00
260	1072	SY	6" LIME TREAT (3%) EXIST. MATL (SUBGRADE)	two Dollars zero Cents	$ 2.00	$ 2,144.00
260	137	CY	LIME TREATED (3%) FLEXBASE (MIX EXIST. MATL)	twenty-three Dollars zero Cents	$ 23.00	$ 3,151.00
247	104	CY	FL BS (CMP NPLC)(TY E GR4) (FNAL POS)	forty-two Dollars zero Cents	$ 42.00	$ 4,368.00
310	194	GAL	ASPH MATERIAL (MC-30)	four Dollars zero Cents	$ 4.00	$ 776.00
529	0	LF	24-INCH CONC. LAYDOWN CURB	eight Dollars eighty-five Cents	$ 8.85	$ ----------
168	17.87	1000 GAL	VEGETATIV WATERING	fifteen Dollars zero Cents	$ 15.00	$ 268.05
164	0.14	AC	CELL FBR MLCH SEED (PERM)(URBAN)(CLAY)MATL)	three thousand Dollars zero Cents	$3,000.00	$ 420.00
251	241	CY	REWORK BS MTL	one Dollars zero Cents	$ 1.00	$ 241.00
260	17.05	TONS	LIME (HYD, COM OR OK) (SLURRY)	two hundred Dollars zero Cents	$ 200.00	$ 3,410.00

Roadway Subtotal	$ 19,486.05

DRAINAGE – LINDEN AVE. (EAST)

530	156	SY	Driveway (ASPH-CONC-PAV)(PB-1)	sixteen Dollars zero Cents	$	16.00	$ 2,496.00
530	0	SY	Driveway (Concrete 3000 PSI)	thirty-one Dollars zero Cents	$	31.00	$ ----------
464	0	LF	15" RCP Culvert Pipe	twenty-four Dollars zero Cents	$	24.00	$ ----------
4378	157	LF	15" HPP Culvert Pipe	twelve Dollars zero Cents	$	12.00	$ 1,884.00
506	66	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) INSTALL	four Dollars zero Cents	$	4.00	$ 264.00
506	66	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) REMOVE	one Dollars zero Cents	$	1.00	$ 66.00
432	0	CY	RIPRAP (CONC)(CL B)(4")	two hundred fifty Dollars zero Cents	$	250.00	$ ----------
465	0	EA	TYPE "C" GRATE INLET	one thousand three hundred Dollars zero Cents	$	1,300.00	$ ----------
465	0	EA	4'X4' CONC. JUNCTION BOX W/ MH ENCLOSURE	one thousand five hundred Dollars zero Cents	$	1,500.00	$ ----------
467	0	EA	SAFETY END TREATMENT (15")	six hundred Dollars zero Cents	$	600.00	$ ----------

Drainage Subtotal	$ 4,710.00

PAVING – MONTE CIRCLE AVE.

100	10	STA	PREPARING ROW	one thousand one hundred Dollars zero Cents	$1,100.00	$ 11,000.00
260	2718	SY	6" LIME TREAT (3%) EXIST. MATL (SUBGRADE)	two Dollars zero Cents	$ 2.00	$ 5,436.00
260	311	CY	LIME TREATED (3%) FLEXBASE (MIX EXIST. MATL)	twenty-three Dollars zero Cents	$ 23.00	$ 7,153.00
247	297	CY	FL BS (CMP NPLC)(TY E GR4) (FNAL POS)	forty-two Dollars zero Cents	$ 42.00	$ 12,474.00
310	499	GAL	ASPH MATERIAL (MC-30)	four Dollars zero Cents	$ 4.00	$ 1,996.00
529	0	LF	24-INCH CONC. LAYDOWN CURB	eight Dollars eighty-five Cents	$ 8.85	$ ----------
168	47.74	1000 GAL	VEGETATIV WATERING	fifteen Dollars zero Cents	$ 15.00	$ 716.10
164	0.44	AC	CELL FBR MLCH SEED (PERM)(URBAN)(CLAY)MATL)	three thousand Dollars zero Cents	$ 3,000.00	$ 1,320.00
251	608	CY	REWORK BS MTL	one Dollars zero Cents	$ 1.00	$ 608.00
260	43.15	TONS	LIME (HYD, COM OR OK) (SLURRY)	two hundred Dollars zero Cents	$ 200.00	$ 8,630.00

Roadway Subtotal	$49,333.10

DRAINAGE – MONTE CIRCLE AVE.

530	509	SY	Driveway (ASPH-CONC-PAV)(PB-1)	sixteen Dollars zero Cents	$ 16.00	$ 8,144.00
530	0	SY	Driveway (Concrete 3000 PSI)	thirty-one Dollars zero Cents	$ 31.00	$ ----------
464	120	LF	15" RCP Culvert Pipe	twenty-four Dollars zero Cents	$ 24.00	$ 2,880.00
4378	390	LF	15" HPP Culvert Pipe	twelve Dollars zero Cents	$ 12.00	$ 4,680.00
506	164	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) INSTALL	four Dollars zero Cents	$ 4.00	$ 656.00
506	164	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) REMOVE	one Dollars zero Cents	$ 1.00	$ 164.00
432	0	CY	RIPRAP (CONC)(CL B)(4")	two hundred fifty Dollars zero Cents	$ 250.00	$ ----------
465	0	EA	TYPE "C" GRATE INLET	one thousand three hundred Dollars zero Cents	$ 1,300.00	$ ----------
465	0	EA	4'X4' CONC. JUNCTION BOX W/ MH ENCLOSURE	one thousand five hundred Dollars zero Cents	$ 1,500.00	$ ----------
467	6	EA	SAFETY END TREATMENT (15")	six hundred Dollars zero Cents	$ 600.00	$ 3,600.00

Drainage Subtotal	$ 20,124.00

PAVING – WALNUT AVE.

100	11.56	STA	PREPARING ROW	one thousand one hundred Dollars zero Cents	$ 1,100.00	$ 12,716.00
260	2975	SY	6" LIME TREAT (3%) EXIST. MATL (SUBGRADE)	two Dollars zero Cents	$ 2.00	$ 5,950.00
260	368	CY	LIME TREATED (3%) FLEXBASE (MIX EXIST. MATL)	twenty-three Dollars zero Cents	$ 23.00	$ 8,464.00
247	297	CY	FL BS (CMP NPLC)(TY E GR4) (FNAL POS)	forty-two Dollars zero Cents	$ 42.00	$ 12,474.00
310	544	GAL	ASPH MATERIAL (MC-30)	four Dollars zero Cents	$ 4.00	$ 2,176.00
529	0	LF	24-INCH CONC. LAYDOWN CURB	eight Dollars eighty-five Cents	$ 8.85	$ ----------
168	50.45	1000 GAL	VEGETATIV WATERING	fifteen Dollars zero Cents	$ 15.00	$ 756.75
164	0.38	AC	CELL FBR MLCH SEED (PERM)(URBAN)(CLAY)MATL)	three thousand Dollars zero Cents	$ 3,000.00	$ 1,140.00
251	665	CY	REWORK BS MTL	one Dollars zero Cents	$ 1.00	$ 665.00
260	47.20	TONS	LIME (HYD, COM OR OK) (SLURRY)	two hundred Dollars zero Cents	$ 200.00	$ 9,440.00

Roadway Subtotal	$ 53,781.75

DRAINAGE – WALNUT AVE.

530	261	SY	Driveway (ASPH-CONC-PAV)(PB-1)	sixteen Dollars zero Cents	$	16.00	$ 4,176.00
530	29	SY	Driveway (Concrete 3000 PSI)	thirty-one Dollars zero Cents	$	31.00	$ 899.00
464	120	LF	15" RCP Culvert Pipe	twenty-four Dollars zero Cents	$	24.00	$ 2,880.00
4378	340	LF	15" HPP Culvert Pipe	twelve Dollars zero Cents	$	12.00	$ 4,080.00
506	144	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) INSTALL	four Dollars zero Cents	$	4.00	$ 576.00
506	144	LF	BIODEGRADABLE EROSN CONTRL LOGS (12" DIAM) REMOVE	one Dollars zero Cents	$	1.00	$ 144.00
432	0	CY	RIPRAP (CONC)(CL B)(4")	two hundred fifty Dollars zero Cents	$	250.00	$ ----------
465	0	EA	TYPE "C" GRATE INLET	one thousand three hundred Dollars zero Cents	$	1,300.00	$ ----------
465	0	EA	4'X4' CONC. JUNCTION BOX W/ MH ENCLOSURE	one thousand five hundred Dollars zero Cents	$	1,500.00	$ ----------
467	6	SY	SAFETY END TREATMENT (15")	six hundred Dollars zero Cents	$	600.00	$ 3,600.00

Drainage Subtotal	$ 16,355.00

Bid Total	$ **629,717.70**

OPENED 8:38 AM 8-12-25

Witnessed

Alternate #1 Roadway

Olive Ave.

341	255.50	TON	ASPH Conc. (TY D) (1 ½")	one hundred Dollars zero Cents	$ 100.00	$ 25,550.00

Palm Ave. (SOUTH)

341	94.10	TON	ASPH Conc. (TY D) (1 ½")	one hundred Dollars zero Cents	$ 100.00	$ 9,410.00

Palm Ave. (NORTH)

341	100.70	TON	ASPH Conc. (TY D) (1 ½")	one hundred Dollars zero Cents	$ 100.00	$ 10,070.00

Orange Grove Ave.

341	252.20	TON	ASPH Conc. (TY D) (1 ½")	one hundred Dollars zero Cents	$ 100.00	$ 25,220.00

Pine Ave.

341	257.80	TON	ASPH Conc. (TY D) (1 ½")	one hundred Dollars zero Cents	$ 100.00	$ 25,780.00

Magnolia Ave.

341	230.20	TON	ASPH Conc. (TY D) (1 ½")	one hundred Dollars zero Cents	$ 100.00	$ 23,020.00

Garcia St.

341	171.50	TON	ASPH Conc. (TY D) (1 ½")	one hundred Dollars zero Cents	$ 100.00	$ 17,150.00

Linden Ave. (WEST)

341	55.30	TON	ASPH Conc. (TY D) (1 ½")	one hundred Dollars zero Cents	$ 100.00	$ 5,530.00

Linden Ave. (EAST)

341	83.10	TON	ASPH Conc. (TY D) (1 ½")	one hundred Dollars zero Cents	$ 100.00	$ 8,310.00

Monte Circle Ave.

341	213.30	TON	ASPH Conc. (TY D) (1 ½")	one hundred Dollars zero Cents	$ 100.00	$ 21,330.00

Walnut Ave.

341	232.40	TON	ASPH Conc. (TY D) (1 ½")	one hundred Dollars zero Cents	$ 100.00	$ 23,240.00

Alternate #1 Roadway Subtotal	$ 194,610.00

Bid Total	$ **194,610.00**

BASE BID TOTAL + ALTERNATE #1

Base Bid Total + Alternate #1 Roadway Subtotal	$ 824,327.70

Bid Grand Total	$ **824,327.70**

BIDDER/COMPANY NAME: **2GS, LLC**

AUTHORIZED SIGNATURE: _____

PRINTED NAME: Humberto Garcia Jr.

TITLE: Member

OPENED 9:38AM 8-12-15

Witnessed

BID BOND

THE STATE OF)
) ss. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF)

That we, 2GS, LLC, of the City of Penitas, County of Hidalgo, and State of Texas (hereinafter called "Principal") as Principal, and Hartford Fire Insurance Company (hereinafter called the Surety) as Surety, authorized under the laws of the State of Connecticut to act as surety on bonds for principals, are held and firmly bound unto Hidalgo County Pct. No. 1 (hereinafter called the Owner) as obligee, in the sum of 5% Greatest Amount Bid ($ 5%) in lawful money of the United States for the payment of Principal and Surety, and bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal has, submitted a Bid Form (Proposal) to enter into a certain written agreement with Owner for Construction of Road and Drainage Construction to Heidelburg Subdivision hereinafter referred to as "Agreement."

NOW, THEREFORE, the condition of this obligation is such that if the Owner shall accept the Bid Form (Proposal) of the the Principal and the Principal shall faithfully enter into agreement with Owner in accordance with the terms of such Bid, and give such Bonds as are specified in the Bidding or Contract Documents; or in the event of the failure of Principal to enter such Agreement and give such Bond or Bonds, if the Principal shall pay to Owner the difference not to exceed the sum hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED THIS 11th day of August A.D. 2015.

PRINCIPAL: 2GS, LLC

Witness

By: Humberto Garcia

P.O. Box 595

Penitas TX 78576

Address

Witness

SURETY: Hartford Fire Insurance Company

By:

Andy Alvarez

Attorney-in-Fact

P.O. Drawer 3783

McAllen, TX 78502

Address

956-787-8536

(Surety's Telephone Number)

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: **888-266-3488** *or fax:* **860-757-5835)**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code:** 65-813646

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Andy Alvarez, Phil Young, Dewey Young of SAN JUAN, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 11th, 2015

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-15-257-10-06

This Agreement, entered into this 6th day of October, 2015 by and between Hidalgo County (hereinafter called the "OWNER," and, 2GS, LLC (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:

ROAD AND DRAINAGE CONSTRUCTION FOR HEIDELBERG SUBDIVISION

Hereinafter called the project, for the sum of **Eight Hundred Twenty Four Thousand Three Hundred Twenty Seven dollars and Seventy cents (824,327.70)** 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 **300** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$500** 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 six (6) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, 6th of October, 2015.

CONTRACTOR: _____
Print Name & Title: Humberto Garcia, Jr.
Name of Firm: 2GS, LLC

Address: P. O. Box 595, Penitas, TX 78576

Fed I.D. #/SS #: 45-4338911

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 15th day of October,

2015, by Member Of and on behalf of 2GS, LLC
(Title) (A corporation)

Sully Rubi Rendon
Notary Public-Signature

APPROVED AS TO FORM:
Office of Criminal District Attorney,
Ricardo Rodriguez, Jr.
Civil Division

NOTARY PUBLIC STATE OF TEXAS
SULLY RUBI RENDON
My Commission Expires
March 22, 2016

BY: _____
Assistant District Attorney

Date: 10/26/2015

ATTEST:

Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

Ramon Garcia, County Judge

SUELY RUBI RENDON
My Commission Expires
March 22, 2015

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Hidalgo)

Humberto Garcia Jr., being first duly sworn, deposes and says that:

(1) He is Member, of 2GS, LLC, 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) _____

Member

(Title)

Subscribed and sworn to before me on this 12th

Day of August 2015

Jose L. Saenz

Notary Public

Title

NOTARY PUBLIC STATE OF TEXAS

JOSE L. SAENZ
My Commission Expires
November 12, 2015

Statutory Payment Bond Pursuant to Chapter 2253 Of The Texas Government Code (Public Work) (Penalty of this Bond must be 100% of Contract Amount)

Bond# 65BCSGY6868

KNOW ALL MEN BY THESE PRESENTS, That 2GS, LLC

hereinafter called the Principal), as Principal, and Hartford Fire Insurance Company

(hereinafter called the Surety), as Surety, are held and firmly bound unto

Hidalgo County

(hereinafter called the Obligee), in the amount of Eight Hundred Twenty Four Thousand Three Hundred Twenty Seven and 70/100** Dollars ($ 824,327.70**)

for the payment of whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 6th day of October, 2015 for

Road and Drainage Construction for Heidleberg Subdivision

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitation of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise 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 to be performed thereunder,

IN WITNESS WHEREOF, the said Principal and Surety have signed this instrument this day October 6th, 2015

of

Witness

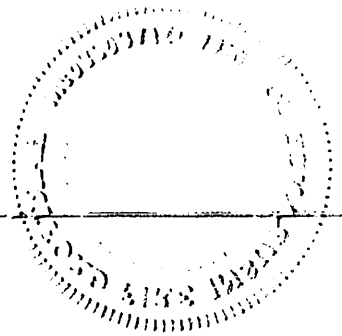
2GS, LLC

By: Humberto Garcia, Jr

Witness Phil Young

Hartford Fire Insurance Company

By: Andy Alvarez Attorney-In-Fact



Statutory Performance Bond Pursuant to Chapter 2253
Of The Texas Government Code
(Public Work)
(Penalty of this Bond must be 100% of Contract Amount) Bond# 65BCSGY6868

KNOW ALL MEN BY THESE PRESENTS, That 2GS, LLC

(hereinafter called the Principal), as Principal, and Hartford Fire Insurance Company

(hereinafter called Surety), as Surety, are held and firmly bound unto

Hidalgo County

(hereinafter called the Obligee), in the amount of Eight Hundred Twenty Four Thousand Three Hundred Twenty Seven and 70/100**

Dollars ($ 824,327.70** **)**

for the payment whereof the said Principal and Surety bind themselves and heir heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 6th day of October, 2015 for

Road and Drainage Construction for Heidleberg Subdivision

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise 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 to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed this instrument this day October 6th, 2015

of

Witness

2GS, LLC

By: _____

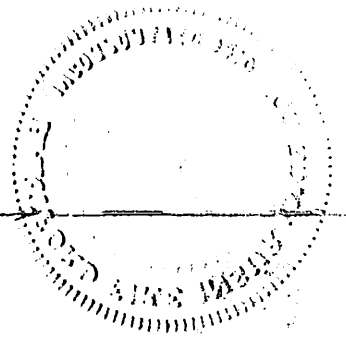
Humberto Garcia, Jr.

Witness Phil Young

Hartford Fire Insurance Company

By: _____

Andy Alvarez , Attorney-In-Fact



POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call: **888-266-3488** *or fax:* **860-757-5835)**

KNOW ALL PERSONS BY THESE PRESENTS THAT: **Agency Code:** 65-813646

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Andy Alvarez, Phil Young, Dewey Young of SAN JUAN, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

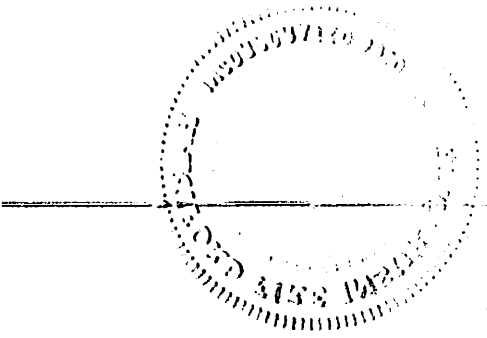
Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 6th, 2015

Signed and sealed at the City of Hartford.

Gary W. Stumper, Vice President



IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call Hartford Insurance Group at the toll free telephone number for information or to make a complaint at:

1-800-392-7805

You may also write to The Hartford:

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for your information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de The Hartford Insurance Group para informacion o para someter una queja al

1-800-392-7805

Usted tambien puede escribir a The Hartford.

The Hartford
Hartford Financial Products
2 Park Avenue, 5th Floor
New York, New York 10016
1-212-277-0400

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax Number (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

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, Humberto Garcia Jr., authorized representative for 2GS, LLC, 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

August 12, 2015
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, Humberto Garcia Jr., possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: Bid Bond; Performance and Payment Bonds.
3. Certificates: HUB Certified.
4. Permits: _____.
5. Other: General Liability and Workers Compensation coverage.

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

August 12th, 2015.
Date

2GS, LLC.
Company

P.O. Box 595.
Address

Peñitas, Texas 78576.
City, State, Zip

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2015

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

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

PRODUCER	San Juan Insurance Agency, Inc DBA Valley Ins Providers &/or Truckers Ins PO Drawer 3783 McAllen TX 78502-
CONTACT NAME:	NORMA PEREZ
PHONE (A/C, No, Ext):	(956)781-6663
FAX (A/C, No):	(956)702-7556
E-MAIL ADDRESS:	nperez@vip-ins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Technology Insurance Co., Inc.	16691
INSURER B: Technology Insurance Co., Inc.	
INSURER C: Great American Specialty E & S	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: 2GS, LLC, PO BOX 595, Penitas TX 78576-

COVERAGES | CERTIFICATE NUMBER: | REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:	X	X	WPP124419300	02/21/2015	02/21/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS	X	X	WPP124419300	02/21/2015	02/21/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB / OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			XS3718448	04/10/2015	04/10/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	TSF-0001234244	02/21/2015	02/21/2016	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Contractor's Equipment			WPP124419300	02/21/2015	02/21/2016	Limit Leased/Rented Deductible	483,777 250,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Road and Drainage Construction to Heidelberg Subdiision . CSJ#3C-1080-314
Boarder Colonia Access Program Round 3 . Hidalgo County shown as additional insured as per written contract.

CERTIFICATE HOLDER

Hidalgo County
2812 S. BUSINESS HIGHWAY 281
EDINBURG TX 78539-

Fax: ( ) -

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

AI 014272

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SUMMARY OF INSURANCE: VEHICLE INFORMATION

DATE 09/24/2015

PRODUCER

San Juan Insurance Agency
DBA Valley Ins Providers
PO Drawer 3783
McAllen TX 78502
(956) 781-6663

APPLICANT NAME AND MAILING ADDRESS

2GS, LLC
PO BOX 595
Penitas TX 78576-
(956)424-3414

CLIENT ID 8124

POLICY WPP124419300 06/30/2015 to 02/21/2016

YEAR	MAKE AND MODEL		VEHICLE IDENTIFICATION NUMBER	CLASS	ACTUAL CASH VALUE
2002	FORD	F150	1FTNW21F82ED57063		
2009	CHEVY	1/2 T	3GCEC23009G191447		30,000
2000	FRONTAINE	LOWBOY	4LF4S5239Y3510427		
1984	CHEVY	WATER TRK	1GBM7D1G3EV120065		
1980	MACK	DUMP TRUCK	RWS786LST52722		
2012	CHEVY	P/U	1GC1KXCG1CF222427		46,000
2001	VOLVO	VNL	4V4NC9TJ41N312871		
2005	FORD	F350	1FDWF36P55EC16267		24,675
2007	CHEVY	P/U	1GCHC33D17F176752		
2001	FORD	F250	1FTNW20L31EB97261		
2004	DODGE	1/2 T	1D7HL38K04S782009		
2001	INTL	4400	1HSSDAAN4IH340873		
2004	Ford	Pick up	1FTYR10DX4PA75240		
2015	FORD	F350	1FT8W3BT2FEB93208		60,000
2012	FORD	F250	1FT7W2BT3CED07346		
2004	FORD	PICKUP	1FTRF12WX4NC67216		
1998	Ford	water trk	1FDNF70JXWVA00083		
2015	Ford	F-150	1FTEW1EF9FFC52536		62,763.62

THIS DOCUMENT OUTLINES THE GENERAL COVERAGES PRESENTED AND IN NO WAY CHANGES OR AFFECTS THE INSURANCE UNDER ANY POLICY ACTUALLY ISSUED. ALL PROTECTION IS SUBJECT TO ACTUAL POLICY CONDITIONS AND EXCLUSIONS.

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

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's perfomance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

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

GENERAL NOTES AND STANDARD SPECIFICATIONS

For all pits or quarries, comply with the "Texas Aggregate Quarry and Pit Safety Act."

Provide on a weekly basis a list of equipment, including idle equipment, utilized on the project that week.

The 1-800 call services for utility locations do not include TxDOT facilities.

ITEM 3. Scope of Work

This Contract includes non-site specific work. Multiple work orders will be used to procure work of the type identified in the contract at locations that have not yet been determined.

ITEM 5. Control of the Work

Prior to contract letting, bidders may obtain a free computer diskette or a computerized transfer of files (from the Engineer's office) that contains the earthwork information. If copies of the actual cross-sections in additional to, or instead of, the diskette are requested, they will be available at the Engineers office for borrowing by copying companies for the purpose of making copies for the bidder at the bidders expense.

ITEM 8. Prosecution and Progress

Where road closures or detours around structures are necessary to accomplish proposed work, the removal of existing structures and/or cutting of existing pavement will not be permitted until all pre-cast members for the proposed structure have been cast, tested and approved for use.

Working days will be computed and charged in accordance with Article 8.3.A.6 defined as follows:

Upon issuance of written authorization to begin work, all of Item 100, "Preparing Right of Way" will commence. Item 100 work shall be completed before work begins on other items, unless otherwise authorized by the project engineer.

Work and time charges will continue until completion of Item 100. Upon completion of Item 100, work and time charges will stop for a maximum period of 120 days for utility work to be completed. Time charges in accordance with Article 8.3.A.1 will resume at the end of the 120 day utility work period or earlier if mutually agreed in writing by the engineer and contractor.

ITEM 100. Preparing Right of Way

Clearing & grubbing shall be executed in accordance with the District Clearing and Grubbing detail sheets.

ITEMS 134. Backfilling Pavement Edges

Areas to be backfilled shall extend approximately 3-ft out from the edges of the proposed overlay. Final slopes shall be uniform and smooth. The 100-foot station payment includes Backfilling of both sides.

Backfill Ty A shall not contain particles more than two inches in size and shall have a minimum PI of 10 and a maximum PI of 20.

Any additional backfill material necessary due to pre-existing edge conditions or to replace existing fill removed during blading operations will not be paid for directly. It will be considered subsidiary to this bid item.

ITEM 164. Seeding for Erosion Control

During drill seeding operations, application methods shall be in accordance with the method shown in the Standard Specification Book.

Cool Season or Warm Season Grasses shall be included as part of Item 164 (See Table 3 and/or Table 4 in the Standard Specification Manual for dates and seed type).

Seed mixture

Seed mixture shall be as specified under Item 164.

ITEM 166. Fertilizer

Fertilizer rate is based on a rate of 100 Lbs. of Nitrogen per acre. The Nitrogen-Phosphorous-Potassium (NPK) ratio shall include a minimum of 5 percent phosphorous and 5 percent Potassium. Fertilizer shall be homogenized.

ITEM 216. Proof Rolling

Work shall be done in accordance to Item 216, except for measurement and payment. This work will not be paid for directly, but shall be considered subsidiary to the various bid items.

ITEM 247. Flexible Base

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Blended material for Flexible Base TY E GR 4

The Contractor may blend base material with another caliche source or with crushed concrete, meeting the requirements for TY "D" materials, provided a minimum of 50% caliche is used. The crushed concrete may contain sand or granular materials. Stabilizing additives will not be allowed in the raw crushed concrete base. Acceptance will be under the following conditions:

Condition One (1): When both components of the blend in their individual stockpiles meet all the physical requirements of this Item, then field blending will be allowed.

Condition Two (2): When only one component of the blend passes the physical requirements of this Item, the materials shall be blended through a plant for stockpile testing and approval.

Flexible Base (TY E GR 4) shall conform to the following requirements:

BEFORE LIME IS ADDED

Retained on Sq. Sieve	Percent Retained
2"	0
½"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 PSI lateral pressure
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

After 1% lime (laboratory) is added to unlimed material

Max PI	12
Min. Comp. Strength PSI:	180 at 15 PSI Lateral Pressure
Triaxial Test (Lime Treated)	Tex-121-E

Two (2) percent lime (by weight) will be incorporated into the Flexible Base in the field at the Owner's expense in accordance with the provisions of Items 260.

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

For water added under Item 247, the sulfate content will not exceed 3000-ppm and the chloride content will not exceed 3000-ppm.

Perform base ride quality testing for all base with only one lift of ACP or a seal coat as the final surface in accordance with the Pharr District Special Provision for flexbase ride testing. Perform base ride quality testing before placing the ACP or seal coat.

ITEM 251. Reworking Base Material

Quantities of Flexible Base to be salvaged, shown on the typical sections, are for estimating purposes only. All acceptable base material encountered in existing base is to be salvaged as directed by the Engineer regardless of the quantities involved.

Salvaged base shall be used in the bottom course on any of the proposed roadway and/or turnout sections.

Salvaged base may be used on any of the proposed driveway sections.

ITEM 260. Lime Treatment (Road Mixed)

The Contractor's attention is called to the fact that certain existing and/or proposed structures are within the limits of the lime-treated Subgrade. Unless otherwise directed by the Engineer, these structures shall be installed before the final rolling of this Subgrade. It shall be the Contractor's responsibility to perform the proper lime treating operation without damage to these structures.

The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

For this project, the Engineer will direct a random number of lime trucks to be check weighed.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

ITEM 300. Asphalt's, Oils and Emulsions

Temporary ramps/detours and driveways may use performance grade binder 64-22.

ITEM 301. Asphalt Antistripping Agents

Lime TY A or B shall be added as an Antistripping additive between the rates of 1 % minimum 2.0% maximum by weight for item 341. If the Hamburg wheel test cannot be met within these limits, Liquid Antistripping agents as approved by the Engineer may be used in conjunction with lime for item 341.

ITEM 310. Prime Coat (Cutback Asphaltic Material)

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

All existing Flexible Base, which may become exposed by the milling operation, shall be primed at the rate of 0.2 Gal/SY.

Do not apply subsequent courses over the initial prime coat any earlier than the day after the prime coat was applied, unless otherwise authorized or directed by the Engineer.

ITEM 314. Emulsified Asphalt Treatment

The Contractor shall exercise diligence in the application of emulsified asphalt by the use of flagging to keep from spraying or splattering the traveling public with asphaltic material.

ITEM 400. Excavation and Backfill for Structures

If the Contractor elects to cut pavement (existing/detour) for structural work beyond that required by the construction phasing shown in the plans and approved by the Engineer, it shall be restored at his expense and backfilled to its original condition or better in accordance with Item 400.

Unless shown otherwise in the plans, use a 1-ft depth for Item 400 Structural Excavation (Special) for gravel bedding needed below drainage structures with unstable material.

ITEM 420. Concrete Structures

Use membrane curing, Type 2, for concrete curb, gutter and combined curb and gutter, concrete medians, directional islands and sidewalks.

Pay bent concrete as plan quantity.

ITEM 421. Portland cement Concrete

Provide Sulfate Resistant Concrete for all concrete piling and drilled shafts.

Provide equipment at the batch plant for determining the free moisture and/or absorption of aggregates in accordance with applicable TXDOT Test.

Provide the following items for concrete batch inspection in accordance with specifications outlined in DMS-10101, "Computer Equipment":

(1) One Desktop Microcomputer or One Laptop Microcomputer
(2) One Integrated Printer/Scanner/Copier/Fax Unit
(3) Contractor-Furnished Software
(4) Hardware

Air entrain all concrete used in Drilled Shafts.

ITEM 432. Riprap

Provide Class "A" concrete minimum for riprap aprons placed around all box culvert and pipe safety end treatments.

ITEM 462. Concrete Box Culverts and Strom Drains

Provide joints in pre-cast concrete box culverts using any of the methods specified in Item 464, except mortar joints.

Provide pre-cast concrete boxes to expedite traffic handling unless otherwise shown on the plans.

Provide the Area Engineer with the casting schedule of all pre-cast concrete boxes prior to beginning any fabrication.

ITEM 464. Reinforced Concrete Pipe

Use tongue and groove pipe where the RCP extends into the lime treated subgrade. The 4-foot depth restriction for heavy equipment passage over pipe structures is voided. The Contractor will be responsible for any construction damage to these facilities.

Do not use mortar joints.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the engineer.

ITEM 466. Headwalls and Wingwalls

Do not use pre-cast headwalls/wingwalls.

ITEM 467. Safety End Treatment

All Type II SET's shall have riprap, Class "A" minimum, aprons as shown on the plans. The contractor may submit an alternate precast SET design for approval by the Engineer.

ITEM 471. Frames, Grates, Rings and Covers

All grates will be tack welded to the frames in a manner satisfactory to the Engineer.

ITEM 496. Removing Old Structures

Store the following items to be salvaged at a location designated by the Engineer:

ITEM 502. Barricades, Signs and Traffic Handling

Shadow vehicles equipped with Truck-Mounted Attenuators are required.

A pilot car and radio equipped flaggers shall be required for all undivided roadway locations as directed by the Engineer. The pilot car with necessary flaggers and/or radio equipped flaggers and all signs, equipment, labor and incidentals required for this method of traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

Replace/relocate all regulatory signs removed due to construction operations with a same sign on fixed support(s) immediately upon its removal. First obtain project Engineer approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the "Texas Manual on Uniform Traffic Control Devices". In no case will a sign be removed without a replacement sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

ITEM 504. Field Office and Laboratory

For this project a field office will not be required at the project site.

ITEM 506. Temporary Erosion, Sedimentation, and Environmental Controls

Due to the nature of this project, it is unlikely a significant amount of soil will be disturbed. However, if for unforeseen reasons a sediment control fence is needed; it shall be placed as directed by the Engineer.

ITEM 508. Constructing Detours

Flexible Base, prime coat, and Asphaltic Concrete Pavement used for detours shall meet the requirements of Items 247, 310, and 341 respectively, except for measurement and payment.

ITEM 529. Concrete Curb, Gutter and Combined Curb and Gutter

Before final acceptance of the project, remove discoloration caused by tire marks, mud, asphalt, paint or other similar material by any method satisfactory to the Engineer to achieve a uniform color and texture of the finished surface exposed to view.

ITEM 530. Public & Private Driveways

Prime coat shall meet the requirements of Item 310.

Daily testing requirements for Hot Mix Asphaltic Concrete Pavements for drives, commercial entrances and/or turnouts may be waived by the Engineer.

ITEM 531. Sidewalks

Construct ¼-inch thick score joints at a maximum 6-foot spacing and expansion joints at a maximum 30-foot spacing. Construct a joint in the center of the sidewalk if it is over 15-feet

wide. For steel reinforcement, use 6x6-inch spacing with #3 bars or 6x6 – D6 welded wire fabric.

ITEM 538. Right of Way Markers

Right of Way markers will be set under the supervision of a registered public land surveyor.

Existing Right of Way monuments to be reset with proposed Right of Way markers will be referenced to a minimum of three reference points set under the supervision of a registered public land surveyor.

he Contractor will inform the Engineer when all reference points have been installed and allow the TXDOT survey crew to survey the reference points before installing the proposed Right of Way markers.

ITEM 540. Metal Beam Guard Fence

The optional terminal anchor post with the terminal connector will be required as shown on the Metal Beam Guard Fence Standard.

ITEM 542. Removing Metal Beam Guard Fence

Dispose all metal beam guard fence materials unless shown otherwise in the plans.

ITEM 544. Guardrail End Treatments

Label "end treatment type" on backside of unit at time of installation.

ITEM 552. Wire Fence

Contractor is to repair any wire fence that is damaged by the contractor to insure the retention of livestock, if any, in their respective pastures along the project.

ITEM 585. Ride Quality for Pavement Surfaces

Use Surface Test Type "B" for service roads and ramps.

Quality control results shall be submitted to TxDOT the next working day after each day's paving.

Pavement areas with public turnout intersections that carry major traffic volumes will not be subjected to inertial profiler testing. These areas shall be evaluated using the 10-ft. Straightedge.

Diamond grinding shall be used to remove localized roughness.

ITEMS 662 AND 666, Work Zone Pavement Markings and Reflectorized Pavement Markings

All permanent pavement markings and work zone pavement markings for this project under these Items shall be 0.100 inches (100 mil) thick thermoplastic.

Any permanent pavement markings or non-removal work zone pavement markings lacking reflectivity in accordance with test method Tex 828-B, will not be paid for, as per district policy. The roadway will be re-striped at no additional compensation.

Pavement surface preparation for markings and markers will not be paid for directly, but shall be considered subsidiary to Item 666.

Prior to any striping operations, an on-site coordination meeting between all the parties involved will be required to review striping details and requirements to ensure quality work.

The beads used on this project shall meet the requirements of Departmental Materials Specification DMS-8290, Glass Traffic Beads Texas Type II & III. Use a 50% Type II/ 50% Type III mix utilizing a double drop system with Type II beads dropped first.

ITEM 677, Eliminating Existing Pavement Markings and Markers

Asphalt and aggregate types and grades shall be as approved in writing when a surface treatment is used to eliminate existing pavement markings.

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

All specifications and special provisions applicable to this project are identified as follows:

2014 STANDARD SPECIFICATIONS: Adopted by the Texas Department of Transportation, November 1, 2014 are incorporated into the contract by reference.

100 ITEMS		**EARTHWORK AND LANDSCAPE**
Item	100	Preparing Right of Way
	103	Disposal of Wells
	104	Removing Concrete
	105	Removing Treated and Untreated Base and Asphalt Pavement
	106	Obliterating Abandoned Road
	110	Excavation
	112	Subgrade Widening
	132	Embankment
	134	Backfilling Pavement Edges
	150	Blading
	152	Road Grader Work
	154	Scraper Work
	156	Bulldozer Work
	158	Specialized Excavation Work
	160	Topsoil
	161	Compost
	162	Sodding for Erosion Control
	164	Seeding for Erosion Control
	166	Fertilizer
	168	Vegetative Watering
	169	Soil Retention Blankets
	170	Irrigation System
	180	Wildflower Seeding
	192	Landscape Planting
	193	Landscape Establishment
200 ITEMS		**SUBGRADE TREATMENTS AND BASE**
Item	204	Sprinkling
	210	Rolling
	216	Proof Rolling
	247	Flexible Base
	251	Reworking Base Courses

	260	Lime Treatment (Road-Mixed)
	263	Lime Treatment (Plant-Mixed)
	265	Fly Ash or Lime-Fly Ash Treatment (Road-Mixed)
	275	Cement Treatment (Road-Mixed)
	276	Cement Treatment (Plant-Mixed)
	292	Asphalt Treatment (Plant-Mixed)
300 ITEMS		**SURFACE COURSES AND PAVEMENTS**
Item	300	Asphalts, Oils, and Emulsions
	301	Asphalt Antistripping Agents
	302	Aggregates for Surface Treatments
	305	Salvaging, Hauling, and Stockpiling Reclaimable Asphalt Pavement
	310	Prime Coat
	314	Emulsified Asphalt Treatment
	315	Fog Seal
	316	Seal Coat
	320	Equipment for Asphalt Concrete Pavement
	330	Limestone Rock Asphalt Pavement
	334	Hot-Mix Cold-Laid Asphalt Concrete Pavement
	340	Dense-Graded Hot-Mix Asphalt (Small Quantity)
	341	Dense-Graded Hot-Mix Asphalt
	342	Permeable Friction Course (PFC)
	344	Superpave Mixtures
	346	Stone-Matrix Asphalt
	347	Thin Overlay Mixtures (TOM)
	348	Thin Bonded Friction Courses
	350	Microsurfacing
	351	Flexible Pavement Structure Repair
	354	Planing and Texturing Pavement
	356	Fabric Underseal
	358	Hot In-Place Recycling of Asphalt Concrete Surfaces (HIR)
	360	Concrete Pavement
	361	Repair of Concrete Pavement
400 ITEMS		**STRUCTURES**
Item	400	Excavation and Backfill for Structures
	401	Flowable Backfill
	402	Trench Excavation Protection
	403	Temporary Special Shoring
	404	Driving Piling
	405	Foundation Load Test
	406	Timber Piling
	407	Steel Piling
	409	Prestressed Concrete Piling
	410	Soil Nail Anchors
	411	Rock Nail Anchors
	416	Drilled Shaft Foundations
	420	Concrete Substructures
	421	Hydraulic Cement Concrete
	422	Concrete Superstructures

423 Retaining Walls
424 Precast Concrete Structural Members (Fabrication)
425 Precast Prestressed Concrete Structural Members
426 Post-Tensioning
427 Surface Finishes for Concrete
428 Penetrating Concrete Surface Treatment
429 Concrete Structure Repair
431 Pneumatically Placed Concrete
432 Riprap
434 Bridge Bearings
438 Cleaning and Sealing Joints
439 Bridge Deck Overlays
440 Reinforcement for Concrete
441 Steel Structures
442 Metal for Structures
445 Galvanizing
446 Field Cleaning and Painting Steel
447 Structural Bolting
448 Structural Field Welding
449 Anchor Bolts
450 Railing
451 Retrofit Railing
454 Bridge Expansion Joints
458 Waterproofing Membranes for Structures
459 Gabions and Gabion Mattresses
460 Corrugated Metal Pipe
461 Structural Plate Structures
462 Concrete Box Culverts and Drains
464 Reinforced Concrete Pipe
465 Junction Boxes, Manholes, and Inlets
466 Headwalls and Wingwalls
467 Safety End Treatment
471 Frames, Grates, Rings, and Covers
472 Removing and Re-Laying Culvert
474 Linear Drains
476 Jacking, Boring, or Tunneling Pipe or Box
479 Adjusting Manholes and Inlets
480 Cleaning Existing Culverts
481 Pipe for Drains
483 Concrete Bridge Deck Surfacing
490 Timber Structures
491 Timber for Structures
492 Timber Preservative and Treatment
495 Raising Existing Structures
496 Removing Structures
497 Sale of Salvageable Material
499 Adjusting Steel Shoes

500 ITEMS		**MISCELLANEOUS CONSTRUCTION**
Item	500	Mobilization
	502	Barricades, Signs, and Traffic Handling
	504	Field Office and Laboratory
	506	Temporary Erosion, Sedimentation, and Environmental Controls
	508	Constructing Detours
	510	One-Way Traffic Control
	512	Portable Concrete Traffic Barrier
	514	Permanent Concrete Traffic Barrier
	520	Weighing and Measuring Equipment
	528	Colored Textured Concrete and Landscape Pavers
	529	Concrete Curb, Gutter, and Combined Curb and Gutter
	530	Intersections, Driveways, and Turnouts
	531	Sidewalks
	533	Milled Rumble Strips
	536	Concrete Medians and Directional Islands
	538	Right of Way Markers
	540	Metal Beam Guard Fence
	542	Removing Metal Beam Guard Fence
	543	Cable Barrier System
	544	Guardrail End Treatments
	545	Crash Cushion Attenuators
	550	Chain Link Fence
	552	Wire Fence
	556	Pipe Underdrains
	560	Mailbox Assemblies
	585	Ride Quality for Pavement Surfaces
600 ITEMS		**LIGHTING, SIGNING, MARKINGS, AND SIGNALS**
Item	610	Roadway Illumination Assemblies
	613	High Mast Illumination Poles
	614	High Mast Illumination Assemblies
	616	Performance Testing of Lighting Systems
	617	Temporary Roadway Illumination
	618	Conduit
	620	Electrical Conductors
	621	Tray Cable
	622	Duct Cable
	624	Ground Boxes
	625	Zinc-Coated Steel Wire Strand
	627	Treated Timber Poles
	628	Electrical Services
	636	Signs
	643	Sign Identification Decals
	644	Small Roadside Sign Assemblies
	647	Large Roadside Sign Supports and Assemblies
	650	Overhead Sign Supports
	654	Sign Walkways
	656	Foundations for Traffic Control Devices
	658	Delineator and Object Marker Assemblies

	662	Work Zone Pavement Markings
	666	Retroreflectorized Pavement Markings
	668	Prefabricated Pavement Markings
	672	Raised Pavement Markers
	677	Eliminating Existing Pavement Markings and Markers
	678	Pavement Surface Preparation for Markings
	680	Highway Traffic Signals
	681	Temporary Traffic Signals
	682	Vehicle and Pedestrian Signal Heads
	684	Traffic Signal Cables
	685	Roadside Flashing Beacon Assemblies
	686	Traffic Signal Pole Assemblies (Steel)
	687	Pedestal Pole Assemblies
	688	Pedestrian Detectors and Vehicle Loop Detectors
	690	Maintenance of Traffic Signals
700 ITEMS		**MAINTENANCE**
Item	700	Pothole Repair
	712	Cleaning and Sealing Joints and Cracks (Asphalt Concrete)
	713	Cleaning and Sealing Joints and Cracks (Concrete Pavement)
	720	Repair of Spalling in Concrete Pavement
	721	Fiber Reinforced Polymer Patching Material
	730	Roadside Mowing
	731	Herbicide Treatment
	734	Litter Removal
	735	Debris Removal
	738	Cleaning and Sweeping Highways
	740	Graffiti Removal and Anti-Graffiti Coating
	745	Picnic Area Maintenance
	751	Landscape Maintenance
	752	Tree and Brush Removal
	760	Cleaning and Reshaping Ditches
	764	Pump Station and Drainage System Cleaning
	770	Guard Fence Repair
	771	Repair Cable Barrier System
	772	Post and Cable Fence
	774	Attenuator Repair
	776	Metal Rail Repair
	778	Concrete Rail Repair
	780	Concrete Crack Repair
	784	Steel Member Repair
	785	Bridge Joint Repair or Replacement
	786	Carbon Fiber Reinforced Polymer (CFRP)
	788	Concrete Beam Repair
	789	Treatment for ASR-Affected Concrete

2014 SPECIAL SPECIFICATIONS: Adopted by the Texas Department of Transportation are incorporated into the contract by reference.

- EN-1 Roadbond

2014 SPECIAL PROVISIONS: Adopted by the Texas Department of Transportation are incorporated into the contract by reference.

- SP 132-001
- SP 247-001
- SP 506-002
- SP 666-002

Special Provisions will govern and take precedence over the Specifications wherever in conflict therewith.

The above listed specifications items are those under which payment is to be made. These together with such other pertinent items, if any, as may be referred to in the above-listed specifications items and including the special provisions listed above, constitute the complete specifications for this project.

All item numbers noted in these plans are the same as those referenced in the Texas Department of Transportation 2044 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges Manual (November 1, 2014) and Texas Department of Transportation Website.

Certification
Regarding Debarment, Suspension and Ineligibility

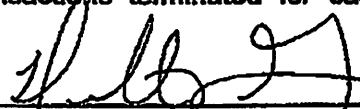
As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

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: Humberto Garcia Jr.
Title: Member
Telephone Number: (956) 424-3414
Date: June 03, 2015

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
2GS, LLC

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.)
P. O. Box 595

Requester's name and address (optional)

City, state, and ZIP code
Peñitas, TX 78576

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
4 5 - 4 3 3 8 9 1 1

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 ➤ [signature] | Date ➤ October 15, 2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

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:

SUSAN COMBS

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. BOX 13186 • AUSTIN, TX 78711-3186

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement//cmbl/hubonly.html. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.* As part of the HUB Program's monitoring efforts, you will be sent a HUB Certification Eligibility Affidavit in approximately 24 months. Failure to complete and submit the HUB Certification Eligibility Affidavit, and/or failure to notify us of changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at (512) 463-5872 or toll-free in Texas at (888) 863-5881.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1454338911900**
File/Vendor Number:	**477300**
Approval Date:	**22-OCT-2012**
Scheduled Expiration Date:	**22-OCT-2016**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

2GS, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 26-OCT-2012, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (**http://www.window.state.tx.us/procurement/cmbl/cmblhub.html**) or by contacting the HUB Program at **1-888-863-5881** or **512- 463-5872**.

Rev. 09/12

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.

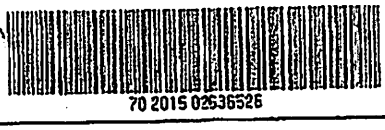
4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540



Instrument Number: 2015-2636526
As
Recording

Recorded On: August 11, 2015

Billable Pages: 1

Number of Pages: 2

Parties:

To

Comment: CIQ

** Examined and Charged as Follows: **

Recording	26.00
Total Recording:	26.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:
Document Number: 2015-2636526
Receipt Number: 1541612
Recorded Date/Time: August 11, 2015 08:31A

User / Station: T Rivera - Cash Station 01

Record and Return To:
2GS LLC
ORIGINAL RETURNED TO CUSTOMER
PENITAS TX 78576

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

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 2636536

1 **Name of person who has a business relationship with local governmental entity.**

2GS, LLC

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.**

N/A

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

Humberto Garcia Jr.

Signature of person doing business with the governmental entity

August 10, 2015

Date

Adopted 08/29/2007

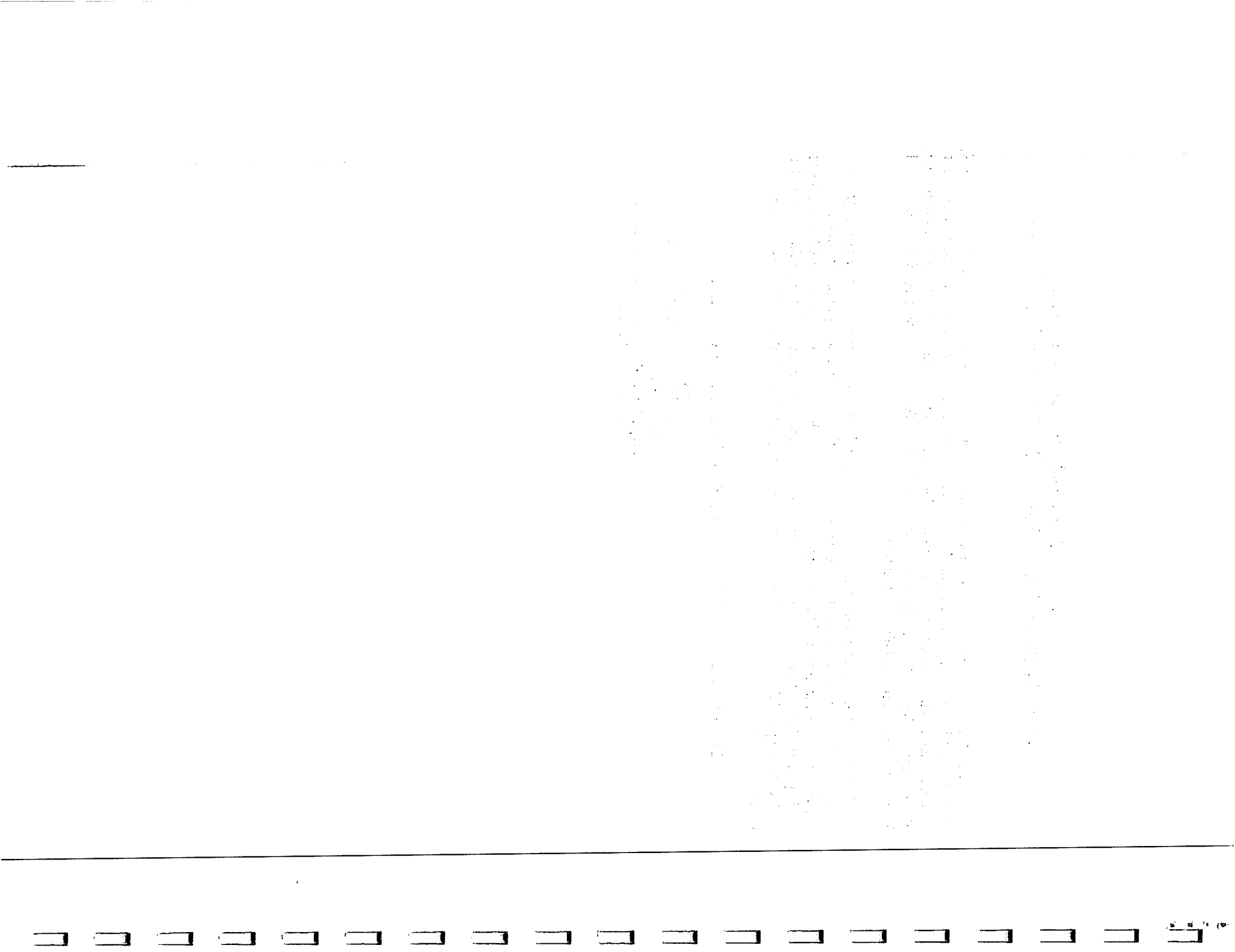
SALES TAX AND LOCAL SALES TAX
EXEMPTION CERTIFICATE FOR CONTRACTORS

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 12th day of August, 20 15.

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 RT ST	(4) DAY AND DATE HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
			O											
			S											
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			O											
			S											

We estimate that it will take an average of 56 minutes to complete this collection of information, including time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room S3502, 200 Constitution Avenue, N. W., Washington, D. C. 20210.

FORM WH-347, Revised Nov. 1998 - FORMERLY SOL 184 - *PURCHASE THIS FORM DIRECTLY FROM THE SUPT. OF DOCUMENTS*

Exhibit E-L

Date _____

I _____ _____
(Name of Signatory Party) (Title)

do hereby state

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357, 40 U.S.C. 276c), and described below

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

Form 352 (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, 1936

Exhibit E-F

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.

==========

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:
	[redacted]			
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			
	[redacted]			
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			
	[redacted]			
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:	APPROVED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Exhibit E-B

APPLICATION FOR PAYMENT NO.

To: _____ (OWNER)
From: _____ (CONTRACTOR)
Contract: _____
Project: _____
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: _____

1. Original Contract Price:	
2. Net change by Change Order and Written Agreements(+or-):	
3. Current Contract Price (1 plus 2):	
4. Total completed and stored to date:	
5. Retainage (per Agreement):	
___10%___ of completed Work: _____	
_____ of stored material _____	
Total Retainage:	
6. Total completed and stored to date less retainage (4 minus 5)	
7. Less previous Application for Payments:	
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

By: _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Exhibit E-C

Estimate Quantity Update Worksheet Date:

Colonia:
Roadway:
Control:
Project No:
County:
Est. No: 1

Contractor:
Contract Price:
Work Done this Mo.:
% Complete: #DIV/0!

Date Began: ?
Contract Time: 120
Time Charged: 90
% Time Used: 75.00%

Work Type: Paving & Drainage
Limits:
From:
To:

						FIRST MONTH			SECOND MONTH			THIRD MONTH		
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1.000	$0.00		0	$0.00		0	0.00
110	BACKFILL (TY A)	Sta.	1.000	$600.00	$600.00	0.000	0	$0.00		0	$0.00		0	0.00
247	FLEX BASE (RDWY DEL)(TY D GR 6 CL 4)	CY	76.000	$28.00	$2,128.00	0.000	0	$0.00		0	$0.00		0	0.00
260	LIME (TY A SLURRY) OR (TY B)	TON	1038.000	$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
	(908) 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	$850.00	$850.00	0.000	0	$0.00		0	$0.00		0	0.00

Monthly Totals:	$0.00	$0.00	0.00
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	$0.00	$0.00	0.00
Drainage (906):	$0.00	$0.00	0.00

Total to Date

Roadway (905):	$0.00
Drainage (906):	$0.00
Total	$0.00

Prepared and Checked By: Signature: _____ Date: _____
Printed Name:

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Exhibit E-E

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE

Test Report Table

					Contractor Name				
Material	Test	Description	Required	Remarks	CSJ#	CSJ#	CSJ#	CSJ#	CSJ#
Subgrade	Tex-101-E Part III	Pulverization							
	Tex-113	Moist. Density Curve							
	Tex-115-E	In-place Density							
		Thickness							
		Proof Roll							
Flex Base	Tex-101-E	Preparing Soils and Flex Bases							
	Tex-104-E	Determining Liquid Limit of Soils							
	Tex-105-E	Determining Plastic Limit of Soils							
	Tex-106-E	Calculating the Plasticity Index							
	Tex-107-E	Linear Shrinkage							
	Tex-110-E	Particle Size Analysis							
	Tex-113-E	Moisture Density Relationship of Base Materials(includes Limed)							
	Tex-116-E	Wet Ball Mill Method Tex							
	Tex-117-E	Triaxial Compression for Base Material (includes Limed)							
	Tex-115-E	In-place Density							
		Thickness							
En-1	IAW ASTM 4609								
	Tex-103-E								
	Tex-114-E								
	TexDOT 121 E								
	ASTM D 4546								
	ASTM D 1587								
	Tex115-E								
Hot Mix	Tex-207-F	Determining Density of Compacted Bituminous Mixtures							
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures							
	Tex-210-F	Determining Asphalt Content of Bituminous Mixtures by Extraction							
	Tex-228-F	Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method							
	Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedure							
	Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures By the Ignition Method							
	Tex-207-E	Determining Density of Compacted Bituminous Mixtures							
	Tex-212-E	Determining Moisture Content of Bituminous Mixtures							
	Tex-213-E	Determining Hydrocarbon-Volatile Content of Bituminous Mixtures							
In-Place Density	Texas SDHPT Bulletin 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:

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON _____ DAY OF _____A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: _____
OWNER: _____
CONSTRUCTION CONTRACTOR: _____
OF THE CITY OF _____ STATE OF _____

PROJECT DESCRIPTION

CONSTRUCTION OF _____

CONTRACT NO: _____
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

   _____

2. That the sum of _____, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract _____
   Present Amount of Contract _____
   Total Amount of earned to Date _____
   Less: previous payments _____
   Balance _____
   Authorized deductions _____
   AMOUNTY OF FINAL PAYMENT _____

6. That the final payment in the amount of _____ _____ is now due and payable.

_____
Engineer's Signature & License #

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

Exhibit E-M

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____ **CSJ#** _____

Contractor _____ **Application#** _____

I, _____ **do hereby state:**
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance(form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

CONTRACTOR'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

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			Total to Date	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)		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(Compt In Plac)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
4	310	Asph. Matrl. (MC-30)	Gal	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
5	340	Asph. Conc. Ty D	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
6	500	Mobilization	L.S.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
7	502	Barricades, Signs and Traffic Handling	Mo	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
8	530	Turnouts	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
9	5249	Tem Sedmt Cont Fence (Installed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
10	5249	Tem Sedmt Cont Fence Handling (Removed)	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-		0	-	-	-	-	-	0.0	0.0
		Total Roadway				-			-			-			-			-	-	0.0	0.0
		(905) DRAINAGE																			
11	530	Drwys (Asph Conc Pav) (PRB)	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
12	247	Drwys Flexible Base	S.Y.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
13	556	8" Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
14	556	18" RCP Storm Drain	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
15	465	Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
16	465	Concrete Manhole	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
17		15" R.C.P.	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
18		Ty "A" Inlets	Ea.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
19		Manhole	Ea	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
20		6.0" Valley Gutter	L.F.	$ -	0.0	-	$ -	0.0	-	0	0	-	0	0	-	-	-	-	-	0.0	0.0
		Total Drainage				-						-			-			-	-		
		TOTAL BASE AMOUNTS:				-			-			-			-			-	-	0.0	0.0

Print Name

Date

Signature

Exhibit E-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

Heidelberg 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 24, 2015

RE:
ADDENDUM NO.1
FOR BID No.: CAP-15-257-08-12-YSS
"ROAD & DRAINAGE CONSTRUCTION FOR HEIDELBERG 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 HEIDELBERG".**

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 HEIDELBERG".**

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 24, 2015

"HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM ROAD & DRAINAGE CONSTRUCTION FOR HEIDELBERG SUBDIVISION"
BID NO.: CAP-15-257-08-12-YSS
Bid Opening Date: August 12, 2015

SAMPLE

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.....

FILED
AT 10:00 O'CLOCK A M
OCT 09 2015
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

THIS Agreement is made on this the 29th day of September, 2015 by and between HIDALGO COUNTY, acting by and through Precinct 1 of Hidalgo County, Texas hereinafter referred to as "County", and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 hereinafter referred to as "District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H:

WHEREAS, Heidelberg Subdivision and Spanish Palms Subdivision located in Precinct 1 are both in need of certain drainage improvements to ultimately allow storm water to outfall into the District's drainage system (the "Drainage Improvements");

WHEREAS, the Drainage Improvements consist of roadside ditches, culvert pipes and inlets;

WHEREAS, County has contracted with a third party contractor being 2GS, LLC to construct the Drainage Improvements as well as certain other work to both such subdivisions;

WHEREAS, District pursuant to its statutory authority is responsible for proper drainage in Hidalgo County; and

WHEREAS, the majority of the storm water that enters into the Drainage Improvements empties into the District's drainage system;

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

1. District agrees to contribute to Precinct 1 an amount not to exceed the total sum of Two Hundred Ninety Five Thousand Six Hundred Seventy Three and seventy one hundredths Dollars($295,673.71) for the Drainage Improvements for Heidelberg Subdivision as more particularly described in Exhibit A and the sum of Ninety Four Thousand Seven Hundred Forty Three and no one Hundredths ($94,743.00) for the Drainage Improvements to Spanish Palm Subdivision as more particularly described in Exhibit B attached hereto.

2. District shall contribute the sums described in numbered paragraph 1 against receipt of invoice from County and after the inspection and acceptance of the

Drainage Improvements work performed in Heidelberg Subdivision and Spanish Palms Subdivision.

3. **Conflict of 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 later 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.

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

5. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by both parties, and not otherwise.

6. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of either party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the other party may terminate this Agreement upon sixty (60) days written notice to the party who failed to appropriate sufficient funds. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Gov't. Code Ann. Section 271.903.

7. **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.

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

notice delivered in accordance herewith:

If to Hidalgo County:	County of Hidalgo Attention: Ramon Garcia, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
If to District:	Hidalgo County Drainage District No. 1 Attention: Chair, Board of Directors 900 N. Doolittle Road Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

9. **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.

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

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

12. **Headings.** The headings and captions contained in this Agreement are solely for convenience and reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

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

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

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

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

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____
Ramon Garcia, Chair, Board of Directors

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

APPROVED BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 BOARD OF DIRECTORS ON: 9/29/15

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been contracted with a third party contractor of a proposed Drainage Improvements project to Heidelberg Subdivision and Spanish Palms Subdivision located in Precinct 1 are both in need of certain drainage improvements to ultimately allow storm water to outfall into the District's drainage system (the "Drainage Improvements"); and County jurisdiction through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and Hidalgo County Drainage District No. 1.

By vote on September 29, 2015 the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, County Clerk

APPROVED BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 BOARD OF DIRECTORS ON: 9/29/15

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By:
Stephen L. Crain

EXHIBIT A

Heidelberg Subdivision Precinct No. 1 - Rural Drainage Development

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE
				BIDDER #1	
				2GS, LLC	
P175 - Heidelberg Subdivision Hidalgo County Precinct No.1 - Rural Drainage Development					
Drainage - Olive Ave.					
100	Preparing ROW	STA	12.75	$ 1,100.00	$ 14,025.00
168	Vegetative Watering	1000GAL	45.87	$ 15.00	$ 688.05
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.35	$ 3,000.00	$ 1,050.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	514	$ 16.00	$ 8,224.00
530	Driveway (Concrete 3000 PSI)	SY	55	$ 31.00	$ 1,705.00
464	15" RCP Culvert	LF	40	$ 24.00	$ 960.00
4378	15" HPP Culvert Pipe	LF	644	$ 12.00	$ 7,728.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	33	$ 4.00	$ 132.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	33	$ 1.00	$ 33.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	2	$ 600.00	$ 1,200.00
	Drainage Subtotal			$	**35,745.05**
Drainage - Palm Ave. (South)					
100	Preparing ROW	STA	4.95	$ 1,100.00	$ 5,445.00
168	Vegetative Watering	1000GAL	16.2	$ 15.00	$ 243.00
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.12	$ 3,000.00	$ 360.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	198	$ 16.00	$ 3,168.00
530	Driveway (Concrete 3000 PSI)	SY	66	$ 31.00	$ 2,046.00
464	15" RCP Culvert	LF	0	$ 24.00	$ -
4378	15" HPP Culvert Pipe	LF	301.5	$ 12.00	$ 3,618.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	26	$ 4.00	$ 104.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	26	$ 1.00	$ 26.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	0	$ 600.00	$ -
	Drainage Subtotal			$	**15,010.00**
Drainage - Palm Ave. (North)					
100	Preparing ROW	STA	4.95	$ 1,100.00	$ 5,445.00
168	Vegetative Watering	1000GAL	18.51	$ 15.00	$ 277.65
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.14	$ 3,000.00	$ 420.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	200	$ 16.00	$ 3,200.00
530	Driveway (Concrete 3000 PSI)	SY	7	$ 31.00	$ 217.00
464	15" RCP Culvert	LF	80	$ 24.00	$ 1,920.00
4378	15" HPP Culvert Pipe	LF	218	$ 12.00	$ 2,616.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	80	$ 4.00	$ 320.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	80	$ 1.00	$ 80.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	4	$ 600.00	$ 2,400.00
	Drainage Subtotal			$	**16,895.65**
Drainage - Orange Grove Ave.					
100	Preparing ROW	STA	12.75	$ 1,100.00	$ 14,025.00
168	Vegetative Watering	1000GAL	32.53	$ 15.00	$ 487.95
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.25	$ 3,000.00	$ 750.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	860	$ 16.00	$ 13,760.00
530	Driveway (Concrete 3000 PSI)	SY	67	$ 31.00	$ 2,077.00
464	15" RCP Culvert	LF	80	$ 24.00	$ 1,920.00
4378	15" HPP Culvert Pipe	LF	1015	$ 12.00	$ 12,180.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	62	$ 4.00	$ 248.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	62	$ 1.00	$ 62.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	4	$ 600.00	$ 2,400.00

Olive Ave.

Palm Ave (South)

Palm Ave (North)

Orange Grove Ave

EXHIBIT A

Heidelberg Subdivision Precinct No. 1 - Rural Drainage Development

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE
				BIDDER #1	
				2GS, LLC	
P175 - Heidelberg Subdivision Hidalgo County Precinct No.1 - Rural Drainage Development					
	Drainage Subtotal			$	47,909.95
	Drainage - Pine Ave.				
100	Preparing ROW	STA	13.47	$ 1,100.00	$ 14,817.00
529	24-Inch Conc. Laydown Curb	LF	830	$ 8.85	$ 7,345.50
168	Vegetative Watering	1000GAL	44	$ 15.00	$ 660.00
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.33	$ 3,000.00	$ 990.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	352	$ 16.00	$ 5,632.00
530	Driveway (Concrete 3000 PSI)	SY	206	$ 31.00	$ 6,386.00
464	15" RCP Culvert	LF	125	$ 24.00	$ 3,000.00
4378	15" HPP Culvert Pipe	LF	309	$ 12.00	$ 3,708.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	58	$ 4.00	$ 232.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	58	$ 1.00	$ 58.00
432	RIPRAP (CONC) (CL B) (4")	CY	6.7	$ 250.00	$ 1,675.00
465	Type "C" Grate Inlet	EA	1	$ 1,300.00	$ 1,300.00
465	4'X4' Conc. Junction Box With MH Enclosure	EA	1	$ 1,500.00	$ 1,500.00
467	Safety End Treatment	EA	2	$ 600.00	$ 1,200.00
	Drainage Subtotal			$	48,503.50
	Drainage - Magnolia Ave.				
100	Preparing ROW	STA	11.56	$ 1,100.00	$ 12,716.00
168	Vegetative Watering	1000GAL	52.32	$ 15.00	$ 784.80
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.4	$ 3,000.00	$ 1,200.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	167	$ 16.00	$ 2,672.00
530	Driveway (Concrete 3000 PSI)	SY	0	$ 31.00	$ -
464	15" RCP Culvert	LF	80	$ 24.00	$ 1,920.00
4378	15" HPP Culvert Pipe	LF	262	$ 12.00	$ 3,144.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	113	$ 4.00	$ 452.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	113	$ 1.00	$ 113.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	4	$ 600.00	$ 2,400.00
	Drainage Subtotal			$	25,401.80
	Drainage - Garcia St.				
100	Preparing ROW	STA	9.36	$ 1,100.00	$ 10,296.00
168	Vegetative Watering	1000GAL	39.74	$ 15.00	$ 596.10
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.3	$ 3,000.00	$ 900.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	323	$ 16.00	$ 5,168.00
530	Driveway (Concrete 3000 PSI)	SY	0	$ 31.00	$ -
464	15" RCP Culvert	LF	0	$ 24.00	$ -
4378	15" HPP Culvert Pipe	LF	281	$ 12.00	$ 3,372.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	85	$ 4.00	$ 340.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	85	$ 1.00	$ 85.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	0	$ 600.00	$ -
	Drainage Subtotal			$	20,757.10
	Drainage - Linden Ave. (West)				
100	Preparing ROW	STA	2.9	$ 1,100.00	$ 3,190.00
168	Vegetative Watering	1000GAL	14.45	$ 15.00	$ 216.75
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.11	$ 3,000.00	$ 330.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	61	$ 16.00	$ 976.00
530	Driveway (Concrete 3000 PSI)	SY	0	$ 31.00	$ -
464	15" RCP Culvert	LF	80	$ 24.00	$ 1,920.00
4378	15" HPP Culvert Pipe	LF	72	$ 12.00	$ 864.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	94	$ 4.00	$ 376.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	94	$ 1.00	$ 94.00
432	RIPRAP (CONC) (CL B) (4")	CY	1	$ 250.00	$ 250.00
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -

Pine Ave.

Magnolia Ave

Garcia St.

Linden Ave (West)

LeFEVRE

EXHIBIT A

Heidelberg Subdivision Precinct No. 1 - Rural Drainage Development

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE
				BIDDER #1	
				2GS, LLC	
P175 - Heidelberg Subdivision Hidalgo County Precinct No.1 - Rural Drainage Development					
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	5	$ 600.00	$ 3,000.00
	Drainage Subtotal			**$**	**11,216.75**
	Drainage - Linden Ave. (East)				
100	Preparing ROW	STA	4.28	$ 1,100.00	$ 4,708.00
168	Vegetative Watering	1000GAL	17.87	$ 15.00	$ 268.05
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.14	$ 3,000.00	$ 420.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	156	$ 16.00	$ 2,496.00
530	Driveway (Concrete 3000 PSI)	SY	0	$ 31.00	$ -
464	15" RCP Culvert	LF	0	$ 24.00	$ -
4378	15" HPP Culvert Pipe	LF	157	$ 12.00	$ 1,884.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	66	$ 4.00	$ 264.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	66	$ 1.00	$ 66.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	0	$ 600.00	$ -
	Drainage Subtotal			**$**	**10,106.05**
	Drainage - Monte Circle Ave.				
100	Preparing ROW	STA	10	$ 1,100.00	$ 11,000.00
168	Vegetative Watering	1000GAL	47.74	$ 15.00	$ 716.10
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.44	$ 3,000.00	$ 1,320.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	509	$ 16.00	$ 8,144.00
530	Driveway (Concrete 3000 PSI)	SY	0	$ 31.00	$ -
464	15" RCP Culvert	LF	120	$ 24.00	$ 2,880.00
4378	15" HPP Culvert Pipe	LF	390	$ 12.00	$ 4,680.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	164	$ 4.00	$ 656.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	164	$ 1.00	$ 164.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	6	$ 600.00	$ 3,600.00
	Drainage Subtotal			**$**	**33,160.10**
	Drainage - Walnut Ave.				
100	Preparing ROW	STA	11.56	$ 1,100.00	$ 12,716.00
168	Vegetative Watering	1000GAL	50.45	$ 15.00	$ 756.75
164	Cell FBR MLCH Seed (Perm) (Urban)(Clay) (Matl)	AC	0.38	$ 3,000.00	$ 1,140.00
530	Driveway (ASPH-CONC-PAV) (PB-1)	SY	261	$ 16.00	$ 4,176.00
530	Driveway (Concrete 3000 PSI)	SY	29	$ 31.00	$ 899.00
464	15" RCP Culvert	LF	120	$ 24.00	$ 2,880.00
4378	15" HPP Culvert Pipe	LF	340	$ 12.00	$ 4,080.00
506	Biodegradable Erosn Control Logs (12" Diam) Install	LF	144	$ 4.00	$ 576.00
506	Biodegradable Erosn Control Logs (12" Diam) Remove	LF	144	$ 1.00	$ 144.00
432	RIPRAP (CONC) (CL B) (4")	CY	0	$ 250.00	$ -
465	Type "C" Grate Inlet	EA	0	$ 1,300.00	$ -
465	4'X4' Conc. Junction Box With MH Enclosure	EA	0	$ 1,500.00	$ -
467	Safety End Treatment	EA	6	$ 600.00	$ 3,600.00
	Drainage Subtotal			**$**	**30,967.75**
				2GS, LLC	
	DRAINAGE TOTAL			**$**	**295,673.70**

Linden Ave (East)

Monte Circle Ave

Walnut Ave

EXHIBIT B

Spanish Palms Subdivision Precinct No. 1 - Rural Drainage Development

ITEM NO.	DESCRIPTION	EST. QNTY.	UNIT	UNIT PRICE	TOTAL PRICE
				BIDDER #1	
				2GS, LLC	
P175 - Spanish Palms Subdivision Hidalgo County Precinct No.1 - Rural Drainage Development					
Spanish Palms Subdivision Drainage Breakdwon					
1-2	Preperation of Right of Way	LS	1	$ 30,000.00	$ 30,000.00
2-5	6-inch Residential Concrete Driveway (3500 PSI), according to the plans and specifications; complete in place	SY	503	$ 40.00	$ 20,120.00
2-6	Remove and replace existing caliche driveways and asphalt driveways with asphalt driveway, according to the plans and specifications; complete in place	SY	440	$ 16.00	$ 7,040.00
2-7	4-inch Concrete Rip Rap according to the plans and specifications; complete in place	SY	84	$ 40.00	$ 3,360.00
2-8	Connect to Existing Grate Inlets according to the plans and specifications; complete in place	EA	4	$ 550.00	$ 2,200.00
2-9	Furnish and Install Type 'M' Junction Box w/ Manhole Enclosure according to the plans and specifications; complete in place	EA	1	$ 2,500.00	$ 2,500.00
2-10	Furnish and Install 15-inch HPP according to the plans and specifications; complete in place	LF	1175	$ 12.00	$ 14,100.00
2-11	Furnish and Install 18-inch HPP according to the plans and specifications; complete in place	LF	192	$ 14.00	$ 2,688.00
2-12	Furnish and Install Biodegradable Log according to the plans and specifications; complete in place	LF	247	$ 4.00	$ 988.00
2-13	Remove and Dispose Biodegradable Log according to the plans and specifications; complete in place	LF	247	$ 1.00	$ 247.00
2-14	Fertilizer, Vegetative Watering an Seeding according to the plans and specifications; complete in place	LS	1	$ 11,500.00	$ 11,500.00
DRAINAGE TOTAL				$	94,743.00

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-11777

§ 262.031. CHANGES IN PLANS AND SPECIFICATIONS.

(a) If it becomes necessary to make changes in plans, specifications, or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the commissioners court may make the changes. However, the total contract price may not be increased unless the cost of the change can be paid from available funds.

(b) If a change order involves an increase or decrease in cost of $50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1993, 73rd Leg., ch. 104, § 1, eff. May 7, 1993; Acts 1993, 73rd Leg., ch. 891, § 1, eff. June 19, 1993; Acts 1995, 74th Leg., ch. 746, § 4, eff. Aug. 28, 1995.

Zimbra **yvette.salinas@co.hidalgo.tx.us**

Request Final Negotiated Contract Approval - Heidelburg Subdivision

From : Marcie Jackson <marcie.jackson@co.hidalgo.tx.us>
Wed, Oct 28, 2015 12:40 PM
4 attachments

Subject : Request Final Negotiated Contract Approval - Heidelburg Subdivision

To : Yvette Salinas <yvette.salinas@co.hidalgo.tx.us>

Cc : John Paul Lugo <johnpaul.lugo@co.hidalgo.tx.us>, Rossana Schettino <rossana.schettino@auditor.co.hidalgo.tx.us>, Raul Lozano <raul.lozano@co.hidalgo.tx.us>, David Rodriguez <david.rodriguez1@co.hidalgo.tx.us>

Yvette,

Please submit: Approval of final negotiated contract for Precinct 1 – 3rd Call Border Colonias Project:
Heidelburg Subdivision (CSJ: 3C1080314)
Contractor: 2GS, LLC
Project Engineer: LeFevre Engineering & Management Consulting, LLC
Account: 5-1312-431-00-121-314-0-721 = $528,654.00 Req# 286978
Fiscal Impact - pending BCAP LIT AI-52015 11/10/15 C
Fiscal Impact - Please include - $295,673.70 will be Funded by Drainage District No.1 - Interlocal Agreement approved - AI-51574 9/29/2015 R. Drainage District Board of Directors Meeting.

Thank you,

John Paul Lugo, Executive Director
Hidalgo County Border Colonia Access Program
1902 Joe Stephens Ave. Suite 101
Weslaco, Texas 78599
Phone# (956)968-8733
Fax# (956)973-7804

Engineers Recommendation Letter Heidelberg Subdivision 8-24-15.pdf
554 KB

Funding Breakdown HEIDELBERG Subdv.xls
27 KB

Executed Interlocal Agreement Hidalgo County - Drainage District No.1.pdf
2 MB

Contract Heidelberg Subdivision.pdf
16 MB

AI-51952 **Purchasing Department** **24. H. 1.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Yvette Islas,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise a one (1) year extension as provided in contract #C-13-365-12-20 for "Pathologist To Provide Turnkey Autopsy And Related Services" for Hidalgo County under the same rates, terms, and conditions renewal/extension effective December 21, 2015 through December 20, 2016.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-080-003-0-340

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

BUDGETARY IMPACT:

PO #719467 for Autopsy Svcs & Expert Testimony, PLLC; funds available as of 11-4-15; 2016 Budgeted amount for obj. code 340 "Technical Svcs" is $750,000.00

Attachments

back up 51952

backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	11/02/2015 11:52 AM
Budget & Management	Veronica Ortiz	11/03/2015 11:05 AM
Ivan Cantu	Ivan Cantu	11/04/2015 09:13 AM
Auditor's Office	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Yvette Islas		Started On: 10/23/2015 09:54 AM
Final Approval Date: 11/06/2015		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

October 20, 2015

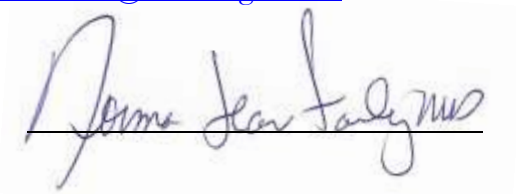
Valley Forensics, PLLC
Attn: Norma J. Farley, MD
3100-A South Bus Hwy 281
Edinburg, TX 78539

Via: Email: nfarley@rgv.rr.com & omontero@rgv.rr.com

Re: "Pathologist To Provide Turnkey Autopsy And Related Services"
C-13-365-12-20

Dear Vendor:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's option to exercise the one (1) year extension as provided in the current contract (under the same terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of October 27, 2015 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Thursday, October 22, 2015, 3:00 pm via email to: yvette.salinas@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By:  Date: 10-27-2015

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.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yvette Salinas

Yvette Salinas, Buyer III
Hidalgo County Purchasing Department

TMLT

TEXAS MEDICAL LIABILITY TRUST
P.O. Box 160140, Austin, Texas 78716
"A health care liability claim trust created by the Texas Medical Association"

THIS IS AN OCCURRENCE POLICY

ITEM **DECLARATIONS PAGE**

POLICY NO. **1-124533**

1 NAMED INSURED (including address)

Norma J. Farley, MD
1511 Preston Trl.
Harlingen, TX 78552

NAMED INSURED IS A:

Individual

2 POLICY PERIOD beginning and ending at 12:01 a.m. at above stated address FROM **04/01/2015** TO **04/01/2016**

3 PROFESSIONAL LIABILITY COVERAGE

Only the "Named Insured" described in Section V, Definitions-J of the above numbered policy has coverage under this policy, unless otherwise expressly indicated by endorsement. Insurance is afforded only with respect to such coverages as are indicated by specific charges below. All insurance under the policy and any endorsement is subject to Section IV, Limits of Liability.

COVERAGE	LIMITS OF LIABILITY	PREMIUM
A. Professional Liability	each claim **$ 200,000** / all claims **$600,000**	**$5,178.00**
B. Deductible (Refer to Endorsement)	**$ 0**	**$0.00**
C. Professional Premises Liability	each premises occurrence $200,000 / premises aggregate $200,000	**$0.00**
D. Medical Director	$100,000 each Claim/all Claims (included in the applicable limits of liability listed above)	**$250.00**
	TOTAL PREMIUM	**$5,428.00**

4 TYPE OF COVERAGE **OCCURRENCE**

5 Class **1D** Principal Practice **81266 PATHOLOGY**
Territory **IA** County **HIDALGO**

6 FORMS & ENDORSEMENTS **PLO0414, 60, EPLI**

CREDITS INCLUDED ABOVE

Experience Discount **-$1,295.00**

This Declarations Page is part of and subject to all terms, conditions and exclusions of the above numbered policy and any endorsements issued by the Trust to the Named Insured.

Issue Date: **02/02/2015**

Countersigned By: Debbie Gia

Authorized Representative of
Texas Medical Liability Trust

TP

This Declarations Page, along with the coverage forms and endorsements attached, completes the above numbered policy.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/14/2015

PRODUCER
Joe E. Jones
622 N. Ed Carey Drive
Harlingen, TX 78550

THIS CERTIFICATE IS ISSUED AS 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 | **NAIC #**

INSURED
Autopsy Services and Expert Testimony PLLC
3100-A S. Bus Hwy 281
Edinburg, TX 78539

INSURER A:	State Farm Lloyds 43419	25178
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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	**GENERAL LIABILITY**	90-NB-9353-5 P	01/19/2015	01/19/2016	EACH OCCURRENCE	$ 2,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 5,000
		x Contents				PERSONAL & ADV INJURY	$ 63,300
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY PRO-JECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$ 2,000
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY – EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

Add'l Insured:
COUNTY OF HIDALGO
2812 S BUSINESS HWY 281
EDINBURG TX 78539

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2812 S BUSINESS HWY 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, 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

The registration notices indicate ownership of the marks by their respective owners ©ACORD CORPORATION 1988, 2007
All rights reserved

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Texas Liability Insurance Card

FARMERS INSURANCE

Named Insured(s): Phillip T Farley
William Farley
Kelsey Farley
Norma Jean Farley
Katherine L Farley
1511 Preston Trl
Harlingen, TX 78552

Vehicle: 2006 Chevrolet Truck Slvrdo 1500 Cr Pu 4Wd
VIN: 2GCEK13T761215609

Registered Owner(s): Phillip T Farley

Policy Number:45144009
Effective: **10/19/2015**
Expiration: **4/19/2016**

NAIC Number: 24392

Your Agent: Kent Jones
1102 E Tyler Ave
Harlingen, TX 78550-7138
Agent Phone: (956) 440-8890

Farmers Texas County Mutual Insurance Company (800) 225-0011

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

TEXAS LIABILITY INSURANCE CARD

Keep This Card

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to $1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of $15 per day).

To report a claim (including roadside assistance), please contact Farmers Claim Department (day or night) at 1-800-435-7764.

Visit www.farmers.com to learn more about claim self-service options. It's quick, convenient and always open!

See policy for actual coverage language.

TARJETA DE SEGURO DE RESPONSABILIDAD DE TEXAS

Guarde esta tarjeta.

IMPORTANTE: Esta tarjeta o una copia de su poliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- registro de vehiculo de motor
- licencia para conducir
- etiqueta de inspeccion de seguridad para su vehiculo.

Puede que usted tenga tambien que mostrar esta tarjeta o su poliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehiculos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta $1,000, suspension de su licencia para conducir y su registro de vehiculo de motor, y la retencion de su vehiculo por un periodo de hasta 180 dias (a un costo de $15 por dia).

Para español llame al 1-877-732-5266.

25-9008 2-14

Texas Liability Insurance Card

FARMERS INSURANCE

Named Insured(s): Phillip T Farley
William Farley
Kelsey Farley
1511 Preston Trl
Harlingen, TX 78552

Norma Jean Farley
Katherine L Farley

Vehicle: 2004 Lexus Ls 430 4D
VIN: JTHBN36F340151264

Registered Owner(s): Phillip T Farley

Policy Number:45144009
Effective: **10/19/2015**
Expiration: **4/19/2016**

NAIC Number: 24392

Your Agent: Kent Jones
1102 E Tyler Ave
Harlingen, TX 78550-7138
Agent Phone: (956) 440-8890

Farmers Texas County Mutual Insurance Company (800) 225-0011

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Para español llame al 1-877-732-5266.

25-9008 2-14

Texas Liability Insurance Card

FARMERS INSURANCE

Named Insured(s): Phillip T Farley
William Farley
Kelsey Farley
Norma Jean Farley
Katherine L Farley
1511 Preston Trl
Harlingen, TX 78552

Vehicle: 2002 Mitsubishi Montero 4D 4X4 Limited
VIN: JA4MW51R12J026639

Registered Owner(s): Phillip T Farley

Policy Number:45144009
Effective: **10/19/2015**
Expiration: **4/19/2016**

NAIC Number: 24392

Your Agent: Kent Jones
1102 E Tyler Ave
Harlingen, TX 78550-7138
Agent Phone: (956) 440-8890

Farmers Texas County Mutual Insurance Company (800) 225-0011

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

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Para español llame al 1-877-732-5266.

25-9008 2-14

TEXAS MEDICAL BOARD

P.O. BOX 2029 • AUSTIN, TEXAS 78768-2029

PHYSICIAN FULL PERMIT

LICENSE/PERMIT NUMBER

J9873

EXPIRATION DATE

08/31/2017

NORMA JEAN FARLEY, MD
24215 PRESTON TRL
HARLINGEN TX 78552-6341

THIS CERTIFIES THAT THE LICENSEE/PERMIT HOLDER NAMED AND NUMBERED HEREON HAS PROVIDED THIS BOARD THE INFORMATION REQUIRED AND HAS PAID THE FEE FOR REGISTRATION FOR THE PERIOD INDICATED ABOVE
PLEASE KEEP THIS BOARD NOTIFIED OF CHANGE OF ADDRESS

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

AMENDED

CONTRACT FOR SERVICES

THIS Agreement, made and entered into this 21st day of January, 2014 by and between **HIDALGO COUNTY, TEXAS** (the "County") **and NORMA JEAN FARLEY, M.D.,** an individual engaged in the practice of medicine and specializing in forensic pathology (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County does not have a medical examiner's office and as such the need exists to contract the services of a pathologist to perform autopsies on an as needed basis;

WHEREAS, the parties recognize that the proper performance of autopsies and the related services requires the supervision and direction of a physician who has the training, experience, and qualifications necessary to practice medicine in the specialty of pathology;

WHEREAS, Contractor was sought by the County to provide turnkey autopsies and related services more particularly described in this Agreement and the "Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County, attached hereto as Exhibit "A"; and the Curriculum Vitae of Norma Jean Farley, M.D., attached hereto as Exhibit "B"; all of which are incorporated by reference herein and made a part of this Agreement;

WHEREAS, Hidalgo County has entered into a service contract with Ceballos Funeral Home, Inc. (RFP No. 2010-243-07-06-YZV) for a facility at which the Contractor may perform autopsies for Hidalgo County, which are not performed in the designated County Morgue Facility;

WHEREAS, County has determined that the proper, orderly and efficient delivery of quality autopsy services, as described in this Agreement and Exhibits A, collectively hereinafter referred to as the "Services" to the County, can be accomplished best by contracting with Contractor;

WHEREAS, County has determined that for proper and efficient operation of the Services, the Contractor will provide on call services 24 hours a day and shall provide autopsy services between 8:00 a.m. and 5:00 p.m., Monday through Friday and will have a pathologist, autopsy technician or other employee to be available for after hours calls from law enforcement, transport service, justices of the peace, and the County District Attorney's office as more fully described in this Agreement and in Exhibit "A" attached herein;

WHEREAS, Contractor is willing to accept the responsibility of providing Services to County in accordance with recognized medical standards, and the terms and conditions set forth in this Agreement; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the performance of the Services during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other, as follows:

1. OBLIGATIONS OF THE CONTRACTOR

Contractor agrees to provide the following services to the County during the term of this Agreement:

1.1 Autopsies. For purposes of this Agreement, an "autopsy" shall include but not be limited to:

"A post mortem examination of the body of a person, including x-rays (as needed) and an examination of the internal organs and structures after dissection, to determine the cause of death or the nature of any pathological changes that may have contributed to the death and includes removing a sample of body fluids, tissue or organs in order to determine the nature and cause of death even when a complete post mortem examination of the body is not done." Contractor agrees to use proper professional standards and devote the time necessary to provide the Services on an as needed basis.

1.2 Equipment and Supplies. Contractor shall provide the components necessary to perform an autopsy, including but not limited to providing an X-ray machine, an X-ray developer, reference histology lab services and reference toxicology lab services. Contractor agrees to use proper professional standards and devote such time necessary to provide the Services on an as needed basis. Contractor will also provide the following equipment and supplies for the performance of autopsies:

1. Tissue containers (at contracted facility only)
2. Counter top digital scale (for infants)
3. Formalin (at contracted facility only)
4. Camera, digital
5. Large measuring cups (at contracted facility only)
6. Ladles (small) (at contracted facility only)
7. Tea Strainer
8. Colander
9. Autopsy knives (do not need disposable)
10. Rib cutters (at contracted facility only)
11. Mayo dissecting scissors
12. Autopsy Saws (at contracted facility only)
13. Short scissors

14. Forceps
15. Microscope
16. Histology Laboratory (reference)
17. Toxicology Laboratory (reference)
18. X-ray portable and processor

Any additional equipment and/or supplies necessary to perform the Services identified in this Agreement are the responsibility of the County or Designated Morgue Facility and shall be invoiced separately with supporting documentation showing the need for the additional equipment and supplies, and with prior written approval from the District Attorney's office.

The County has also secured a contract with a third party (RFP No. 2010-243-07-06-YZV) for a facility at which autopsies may be performed. This third party vendor shall be responsible for providing the remaining necessary equipment and supplies to the Contractor for the performance of autopsies not performed at the designated County Morgue Facility.

The equipment and supplies provided by Contractor may change, as necessary and by agreement of the parties, at the time an appropriate County Morgue Facility has been designated.

1.3 Logistics. Contractor will provide personnel, equipment, and supplies necessary to perform autopsy services as more fully described in this Agreement and Exhibits "A", attached herein. **HOWEVER, UPON DESIGNATATION OF THE COUNTY MORGUE FACILITY AT WHICH THE CONTRACTOR WILL PERFORM AUTOPSIES AND SHOULD THE COUNTY ALSO SECURE NECESSARY**

EQUIPMENT, INSTRUMENTS AND SUPPLIES FOR THE PERFORMANCE OF AUTOPSIES (THROUGH ITS FACILITY VENDOR), THEN THE PARTIES AGREE THAT THE AMOUNT OF THIS AGREEMENT SHALL INCLUDE ONLY THE CONTRACTOR'S SERVICES FOR THE PERFORMANCE OF AUTOPSIES AND RELATED SERVICES AND NOT THE COST OF A FACILITY AND/OR EQUIPMENT, AS MORE FULLY DESCRIBED IN THIS AGREEMENT AND EXHIBIT "A", ATTACHED HEREIN, FOR AUTOPSIES AND RELATED SERVICES PERFORMED AT THE DESIGNATED COUNTY MORGUE FACILITY.

1.4 Administration. The Contractor will communicate with the County regarding the administration of autopsies. Notwithstanding anything herein to the contrary, the County will not have or exercise any control over the manner in which the medical duties of the Contractor are performed as would jeopardize the status of the Contractor as an independent contractor.

1.5 Quality of Care. The Contractor will continually work to improve the quality of and maintain a reasonable cost for autopsies furnished on behalf of the County.

1.6 Records. The Contractor shall, at Contractor's expense, keep or cause to be kept in an adequate filing system, accurate and complete records of each autopsy performed. Such records shall be the property of the County. Upon termination of this Agreement, Contractor agrees to deliver to County all records in its possession pertaining to the Services within thirty (30) days.

1.7 Education. Contractor shall attend conferences and meetings at her own expense, provided such attendance does not impair the performance of her obligations under this Agreement.

1.8 Availability of Contractor and Commencement of Autopsies. Contractor agrees to provide on call services (24) hours a day and shall provide autopsy services between 8:00 a.m. and 5:00 p.m., Monday through Friday (except on County holidays) and will have a pathologist, autopsy technician, or other employee to be available for after hours calls from law enforcement, transport service, justices of the peace, and the County District Attorney's office as more fully in this Agreement and in Exhibit "A" attached herein.

1.9 Coverage. Contractor will be responsible for making arrangements acceptable to, and at no additional expense to the County, for adequate autopsy coverage during any absence. The County shall not unreasonably withhold acceptance of any such arrangements. Contactor shall remain responsible for the Services at all times during the term of this Agreement. However, the parties agree that the Contractor may have a qualified substitute physician render the Services. Contractor must submit the name of the qualified physician to the County and make all necessary arrangements for the performance of Services should Contractor not be available for a period exceeding forty-eight (48) hours. **FAILURE TO PROVIDE ADEQUATE COVERAGE AS DESCRIBED HEREIN IS AN EVENT FOR WHICH THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED WITHOUT PENALTY.** While this Agreement allows for a qualified substitute physician to render the Services, it is not the intent of the parties to have another forensic pathologist other than Contractor perform the services on a regular basis. Any abuse of this substitute physician provision by Contractor, upon reasonable determination by the District Attorney, shall result in the County having sole discretion to terminate this agreement effective immediately.

1.10 Method for Providing Service Orders to Contractor. The County shall make all requests for autopsies in writing, either by fax, personal delivery or by documents accompanying the corpse to the autopsy facility.

1.11 Criminal Proceedings. Contractor agrees to testify at the County's request, when necessary, in all criminal proceedings involving homicides and where an autopsy has been performed by the Contractor, or criminal proceeding involving homicides where an autopsy was not performed but materials were reviewed by the Contractor, as required by subpoena, including but not limited to inquest hearings, trials and other judicial processes. Contractor shall also submit to the Hidalgo County District Attorney's Office, written reports including but not limited to all findings from the completed autopsy and all laboratory results. All reports, findings and results shall be submitted no later than thirty (30) business days after an autopsy and all ancillary tests are completed (i.e. toxicology, neuropathology, ballistics, DNA, sexual assault kit, etc.), with preliminary findings to be submitted to the Hidalgo County District Attorney's office or requesting agency within five (5) business days after the performance of an autopsy and/or by agreement of the parties.

1.12 Ethics. Contractor shall insure that in performing services under this Agreement, that all work shall be performed using best and most diligent efforts and professional skills and shall render care in accordance with and in a manner consistent with the highest standards of the specialty of forensic pathology and that all conduct shall be in a manner consistent with the principles of medical ethics and of the American Medical Association.

1.13 Certification. The Contractor shall be board certified in Anatomic and Forensic Pathology and/or by the American Board of Pathology and shall be licensed to practice medicine in the State of Texas.

2. INSURANCE COVERAGE

2.1 Professional Liability Insurance. At all times during the term of this Agreement, the Contractor will carry professional liability insurance in the amount of $100,000.00/$300,000.00 at Contractor's expense and will provide general liability insurance covering her activities in providing services for the County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et. seq., Texas Civil Practice and Remedies Code. The County shall be named as an Additional Insured under the Contractor's liability insurance policy. The Contractor will provide a certificate of insurance to the County evidencing such coverage and will notify the County immediately if any change in coverage occurs for any reason.

2.2. Automobile Insurance. Contractor shall also provide proof of automobile liability insurance coverage with limits of at least $300,000.00/$500,000.00, consistent with potential exposure to County under the Texas Torts Claims Act. Coverage shall include injury or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder.

3. CONTRACTOR'S COVENANTS AND WARRANTIES

3.1. Contractor makes the following representations and warranties to County:

3.2 Licensure. Contractor is duly licensed to practice medicine in the State of Texas and is board eligible or certified in the field of Anatomic and Forensic Pathology.

3.3 Suspension of License. Contactor has not practiced medicine in any state in which her license has ever been suspended or revoked.

3.4 Discipline. Contractor has never been reprimanded, sanctioned, or disciplined by a licensing board or state or local medical society or specialty board.

3.5 Malpractice Judgment. There has never been entered against Contractor a final judgment in a malpractice action having an aggregate award to the plaintiff in excess of $10,000.00.

3.6 Settlement. No action based on an allegation of malpractice by Contractor has ever been settled by payment to the plaintiff of an aggregate amount in excess of $10,000.00.

3.7 Membership Denial. Contractor has never been denied membership or re-appointment of membership on the medical staff of any hospital, and no hospital medical staff membership or clinical privileges of Contractor have ever been suspended, curtailed, or revoked.

4. OBLIGATIONS OF THE COUNTY

4.1 The County shall be obligated to provide a facility for purposes of allowing Contractor to fulfill her obligations under this Agreement.

4.2 At the time a dedicated County Morgue Facility is established, the County shall provide the available funding to secure necessary personnel and/or staff and equipment as required by this Agreement and described herein and in Exhibit "A".

4.3 Contractor agrees to make serving the County her medical practice priority. Contractor may practice at other institutions and locations when, in the reasonable opinion of the County, such other medical practice does not impair the

fulfillment of her obligations under this Agreement or diminish the quality of service received by Hidalgo County. If, in the reasonable opinion of the County, the provision of Services are impaired or diminish due to another medical practice of the Contractor, then the County may unilaterally terminate this Agreement immediately without penalty.

4.4 Delivery of Corpses. The County, through a third party vendor (RFB. 2010-003-09-28-YZV), shall be responsible for the transport and delivery of corpses to the facility where autopsies shall be performed. The transport and/or delivery of the corpses shall not be the responsibility of the Contractor.

5. PARTIES' RELATIONSHIP

5.1 Relationship of the Parties. Contractor, at all times will act as an Independent Contractor providing the Services and will not act or hold herself out to third parties as an employee or agent of County in the provision of the Services under this Agreement. The County shall not control how the results or the details of the Services are provided and/or achieved. As an Independent Contractor, Contractor shall supply her own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services (as specified in paragraphs 1.2 above) and shall not rely on or require the County to supply any of the above, unless otherwise specified in this Agreement.

6. TAXES AND BENEFITS

6.1 County will not withhold income tax or Social Security tax on behalf of the Contractor or any of Contractors partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement or otherwise

against the County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Contractor will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

7. INCURRING FINANCIAL OBLIGATION

7.1 Contractor will incur no financial obligation on behalf of the County without prior written approval of the County. Contractor will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

8. OTHER PERSONNEL

8.1 All salaries, wages, taxes, insurance, worker's compensation insurance and other expenses and benefits incidental to the employment of physicians, non-physicians or other personnel by the Contractor will be the responsibility and obligation of the Contractor, until such time as the County designates the County Morgue Facility.

9. CONSULTATION

9.1 **Consultation**. While this Agreement is in effect, the parties intend that the Contractor shall be the exclusive source of performing the Services for the County. However, the County may allow another pathologist to perform the Services in the event the Contractor is absent or may not be available for a period exceeding forty-eight (48) hours.

10. FEES

10.1 Fees. The Contractor shall be compensated in accordance with the Cost Proposal attached hereto in Exhibit "A". This fee schedule may be amended only by the mutual written agreement of the Contractor and the County. The Contractor will bill and collect fees only for actual Services performed on behalf of the County in accordance with the specifications. The County will pay Contractor no later than thirty (30) days from the time the County is invoiced for the Services.

11. NON-DISCRIMINATION

11.1 Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing Services under this Agreement or in the selection of physicians or non-physician employees, or independent contractors.

12. REGULATORY REQUIREMENTS

12.1 Contractor will perform the Services at all times in compliance with federal, state, and local laws, rules, regulations and all currently accepted and approved methods and practices of the professional specialty of forensic pathology.

13. INDEMNIFICATION

13.1 THE CONTRACTOR WILL INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND

ATTORNEYS' FEES, REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS AGREEMENT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS THE CONTRACTOR'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE CONTRACTOR TO THE EXTENT CONTRACTOR'S LIABILITY CARRIER PROVIDES A DEFENSE AND INDEMNITY. UPON WRITTEN NOTICE FROM THE COUNTY, THE CONTRACTOR WILL RESIST AND DEFEND, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION. THE CONTRACTOR WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED, AS PROVIDED IN PARAGRAPH 2.1 ABOVE.

13.2 To the extent provided for by law, the County will indemnify and hold the Contractor harmless from any and all claims, actions, liability, or expenses (including costs of settlements, judgments, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of the County, its employees or any failure to perform any obligation undertaken or any covenant made by the County under this Agreement.

14. TERMINATION OF AGREEMENT

14.1 Term. The initial term of this Agreement shall be twenty-four (24) months commencing December 20, 2013, and ending on December 20, 2015.

14.2 Renewal Option. The County shall have the sole option to extend this Agreement for no more than one additional one (1) year term under the same fees, rates, terms and conditions or as amended by written agreement between the County and the Contractor. County shall provide the Contractor a minimum of sixty (60) days

notice of its intent to renew this Agreement for the additional one (1) year terms.

14.3 Termination with Cause.

A. Termination by County. The County may terminate this Agreement immediately upon the occurrence of any of the following events:

(1) To the extent provided under the law, any conduct of the Contractor which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the County.

(2) The failure of Contractor to provide coverage as required by Section 1.8 (Coverage) herein.

(3) The resignation, expulsion, suspension, disciplining of Contractor or the loss of privileges as a forensic pathologist; the loss of Contractor's professional medical licenses; the loss of Contractor's pathologist board certification in the field of forensic pathology; or the loss of or failure to provide evidence of liability insurance, as required by Section 2.1 (Insurance) herein.

(4) The conviction of the Contractor of any crime punishable as a felony involving moral turpitude or immoral conduct.

(5) The death of Contractor or the occurrence of illness or injury reasonably likely to lead to the inability of Contractor to personally perform services under this Agreement for a period in excess of thirty (120) days.

(6) The failure of Contractor immediately to bar any individual from performing services under this Agreement, if such individual does not meet the qualifications required by this Agreement, if such individual commits a material breach of one of the terms of this Agreement, or if one of the events listed in (1) through (4) above occurs with respect to such individual.

(7) In addition, if the Contractor commits a material breach of any of the terms of this Agreement, other than those listed in subsections (1) through (6) above, then the County may terminate this Agreement upon no less than thirty (30) days written notice.

(B). Termination by Contractor. In the event the County breaches any material term of this Agreement, then the Contractor may terminate this Agreement upon no less than thirty (30) days written notice.

14.4 Termination without Cause. The parties may terminate this Agreement without cause upon no less than sixty (60) days written notice.

14.5 Termination by mutual agreement. In the event a Medical Examiner System is established by the County, this Agreement will be terminated.

14.6 Non-Interference. Following the expiration of this Agreement or its termination with or without cause, Contractor shall not interfere with any County contract with any other individual or entity for the provision of the Services.

15. NOTICES

15.1 Notice. Any notices or payments permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to the Contractor: Norma Jean Farley, M.D.
3100-A S. Bus. Hwy. 281
Edinburg, Texas 78539

If to County: Ramon Garcia County Judge
100 E. Cano
Edinburg, Texas 78540

16. LAW

THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND IS PERFORMABLE IN HIDALGO COUNTY, TEXAS.

17. NO IMPLIED WAIVER

Any waiver of enforcement of any provision or waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

18. COMMITMENT OF CURRENT REVENUES

18.1 In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex.Loc. Govt. Code Ann. § 271.903.

19. SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

20. ASSIGNABILITY

The Contractor may not assign Contractor's rights or obligations under this Agreement without the County's written consent. Any assignment in violation of this provision shall give the County the right to terminate this Agreement immediately, upon written notice to the Contractor.

21. AMENDMENTS

Any amendments to this Agreement will be effective only if in writing and signed by the County and the Contractor.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

23. NO WAIVER

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

24. VARIATIONS OF PRONOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

25. AUTHORIZATION FOR AGREEMENT

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

WITNESS THE HANDS OF THE PARTIES on this the 15 day of January, 2014.

Norma Jean Farley, M.D.

HIDALGO COUNTY

Ramon Garcia, County Judge

Approved by Commissioners' Court on 1-21-14

ATTESTED

Arturo Guajardo, Jr, County Clerk

Approved as to Form:
Office of Criminal District Attorney

By: Victor M. Garza
Assistant District Attorney-County Affairs

NORMA JEAN FARLEY, M.D.
CURRICULUM VITAE

Business Address & Telephone
Valley Forensics, P.L.L.C.
200 South 10th St., Suite 1105
McAllen, TX 78501

EDUCATION

07/98-06/99	**Bexar County Forensic Science Center** 7337 Louis Pasteur San Antonio, TX 78229-4565 Assistant Medical Examiner
07/94-06/98	**University of Texas Health Science Center** San Antonio, TX Combined AP/CP Residency Residency Director: Larry Fowler, M.D. Chief Resident - 1997-1998
08/90-05/94	**University of Texas Health Science Center** San Antonio, TX College of Medicine Degree: M.D.
01/85-08/86	**Stephen F. Austin State University** Nacogdoches, TX B.S. in biology and Secondary Education
08/81-12/83	**San Jacinto College** Pasadena, TX Associate in Arts

CERTIFICATIONS AND LICENSES

The American Board of Pathology: Certified in Combined Anatomic and Clinical Pathology and Forensic Pathology.

United States Medical Licensing Exam: Passed: Step 1, 2, 3.

State License: Texas.

EMPLOYMENT

3/07-present	**Valley Forensics (Autopsy Service and Expert Testimony)** **Chief Forensic Pathologist, Hidalgo and Cameron Counties** 200 S. 10th Street, Suite 1105, McAllen, TX
7/04-3/07	**Pathology Laboratory** Forensic Pathologist Valley Baptist Medical Center 2101 Pease Street, Harlingen, TX
7/03-7/04	**Bexar County Medical Examiner's Office** Medical Examiner 7337 Louis Pasteur, San Antonio, TX
1/00-7/03	**AmeriPath South Texas** 301 South Frio Street, San Antonio, TX Anatomic, Clinical and Forensic Pathologist Director of Autopsy Services, Medical Director
11/99-1/00	**Deputy Medical Examiner (part-time position)** Travis County Forensic Center 1213 Sabine Street, Austin, TX 78767
6/99-1/00	**Sedgwick County Regional Forensic Science Center** 1109 N. Minneapolis Wichita, KS 67214 **Deputy Chief Coroner-Medical Examiner** **Interim District Chief Coroner-Medical Examiner** 9/99-1/00
2/89-8/90	**Research Assistant** University of Texas Medical School, Houston, TX Dept. of Pathology, Steven Norris, Ph.D. Research in Treponema pallidum, DNA sequencing, tissue culture, MICs and MBCs of cephalosporins, quinolones, and other compounds. Laboratory mapped DNA of T. pallidum (Science 7/98)
1/87-1/89	**Research Technician** Texas A&M University, College Station, TX Dept. of Pathology, John Kochevar, M.D. Research in Renal Cell Carcinoma and Malignant Melanoma.

PROFESSIONAL AFFILIATIONS

1994-Present	American Society of Clinical Pathologists
1996-Present	College of American Pathologists
2008-Present	National Association of Medical Examiners
2008-Present	Associate Professor, University of Texas Medical School at San Antonio, Department of Pathology.
2005-Present	Cameron County Medical Society
1990-Present	American (& Texas) Medical Association

Guest Speaker/Instructor

Strangulation, 1st Annual Conference on Violence Against Women Behind Closed Doors, Brownsville Convention Center, April 28, 2010

Fatal Abuse in Infancy and Childhood, *13th Annual Trauma Symposium Levels of Life, South Padre Island, March 25th, 2010.*
University of Texas Pan American Conference on Child Sexual Abuse: Assessment and Intervention", May 12, 2008.

2007 Forensic Symposium, Seminar in Forensic Sciences, Fatal Abuse in Infancy and Childhood, Sudden Infant Death Syndrome, Death Investigation, Gunshot Wounds, In Custody Deaths, and Postmortem Interval, South Texas College, Weslaco, TX, Dec. 5, 2007.

Sudden Infant Death Syndrome and Shaken Baby Syndrome, Seminar in Forensic Sciences: Child Abuse-Prevention, Investigation, Intervention, South Padre Island, TX, Nov. 3, 2006.

Sudden Infant Death Syndrome, Seminar in Forensic Sciences: Child Abuse-Prevention, Investigation, Intervention, South Padre Island, TX, Nov. 5, 2005 and Valley Baptist Health System, Jan. 24, 2006.

Death Investigation and Toxicology Related Deaths, Advanced Toxicology Program, University of Texas Health Science Center, San Antonio, TX, Oct. 2004; Valley Baptist Health System, Jan. 25, 2005; The Science Academy of South Texas, Mercedes, TX, June, 2007

Fatal Abuse in Infancy and Childhood, Child Abuse Seminar, Brownsville, TX, October 2000 and Bexar County Medical Examiner's Office, San Antonio, TX, August 2003.

Natural Deaths and Deaths Due to Drug Overdose, Wichita State University, Guest Speaker (10/99), Wichita, KS.

Lectures - *Urinalysis and Serum Protein Electrophoresis,* University of Texas Health Science Center, Pathology Didactic Course, 1997-1998 San Antonio, TX.

HONORS, AWARDS AND COMMITTEES

Texas Forensic Science Commission (Governor appointed), 9/09.

Board of Editors, American Journal of Forensic Medicine and Pathology, 10/09.

Child Fatality Review, Bexar and Hidalgo Counties, 2003-2009.

Mass Disaster Planning Committee, Bexar County 2002-2003.

Texas Society of Pathologists, First Place Podium Competition, 2/98.
Texas Medical Association, Second Place Poster Award, 4/98.
Farley, NJ, D. King, M. Montiel, N. Clare, and F. Craig. *The Value of Flow Cytometry and Cytogenetics in the Diagnosis of AML, FAB M_4 and M_5.*

University of Texas Health Science Center, San Antonio, TX, Department of Pathology, Chief Resident (1997-98)

American Society of Clinical Pathologists and College of American Pathologists: Resident Liaison and Delegate (1995-1998)

PRESENTATIONS AND PUBLICATIONS

A death due to subinvolution of the uteroplacental arteries. A Case Report and Literature Review, American Academy of Forensic Science Platform Presentation, Annual Meeting, 2/2010. Accepted for publication - Journal of Forensic Sciences.

Where's the Shaking? Review of blunt head trauma cases involving infants and children: National Association of Medical Examiners, 40th Annual Meeting, San Antonio, TX, Oct. 14, 2006

Kunsman GW, Kunsman DM, Presses CL, Garavaglia JC, **Farley NJ.** *A mixed-drug intoxication involving venlafaxine and verapamil.* J Forensic Sci. 2000 Jul; 45(4): 926-8.

Tan D, Manchester LC, Reit5er RJ, Qi W, Hanes MA, **Farley NJ.** *High physiological levels of melatonin in the bile of mammals.* Life Sci. 1999 Oct 29; 65(23): 2523-9.

Farley, NJ, *Carbon Monoxide Levels in Fire Deaths: Dead or Alive?* Speaker: American Academy of Forensic Sciences, Annual Meeting, 2/00.

Farley, NJ, D. King, M. Montiel, N. Clare, and F. Craig. *The Value Of Flow Cytometry and Cytogenetics in the Diagnosis of Acute Myelogenous Leukemia, FAB Classification M_4 and M_5.*
Podium Presentation: Texas Society of Pathologists, 2/98.
Platform Presentations: Texas Medical Association and ASCP/CAP, 1998.
Publication: *American Journal of Clinical Pathology (Abstract),* 4/98.

Lovell, M., E. Griffiths, C. Harrison, **N. Farley.** *Neonatal Alloimmune Thrombocytopenia due to Anti-HLA Antibodies Treated with Intravenous Immunoglobulin.* **Presentation:** Texas Society of Pathologists, 2/98.

Kohlmeier, R., **N. Farley,** B. Smir. *Body Cavity Based Lymphoma: An Unusual Presentation in an HIV Negative Patient.*
Presentation: Texas Society of Pathologists, 2/98.

Farley, NJ, T.J. Prihoda, C.L. Gage, J.G. Schwartz. *Evaluation of the Cardiac STATusTM CK-MB/Myoglobin Card Test to Diagnose Acute Myocardial Infarctions in Patients Presenting to the Emergency Room.*
Presentation: ASCP/CAP Spring Meeting (1996) and Texas Society of Pathologists (1996). **Publications:** *Am J Emerg Med,* 1997 May;15(3):303-7.

Farley, NJ, E.B. Griffiths, L. Sinor, C.R. Harrison. *Neonatal Alloimmune Thrombocytopenia due to Anti-HLA Antibody Responding To Intravenous Immunoglobulin.* **Platform Presentation:** American Association of Blood Banks, 49th Annual Meeting, Orlando, Florida.

King, D., D. Barber, **N. Farley,** J. Harris. *Mucinous Adenocarcinoma Arising from a Suprapubic Cystostomy Site without Bladder Involvement.* The Journal of Spinal Cord Medicine, May 1997,20:244-246.

TMLT

TEXAS MEDICAL LIABILITY TRUST
P.O. Box 160140, Austin, Texas 78716
"A health care liability claim trust created by the Texas Medical Association"

THIS IS AN OCCURRENCE POLICY

ITEM **DECLARATIONS PAGE** POLICY NO. **1-124533**

1 NAMED INSURED (including address)

Norma J. Farley, MD
1511 Preston Trl.
Harlingen, TX 78552

NAMED INSURED IS A:

Individual

2 POLICY PERIOD beginning and ending at 12:01 a.m. at above stated address FROM **04/01/2013** TO **04/01/2014**

3 PROFESSIONAL LIABILITY COVERAGE

Only the "Named Insured" described in Section V, Definitions-J of the above numbered policy has coverage under this policy, unless otherwise expressly indicated by endorsement. Insurance is afforded only with respect to such coverages as are indicated by specific charges below. All insurance under the policy and any endorsement is subject to Section IV, Limits of Liability.

COVERAGE	LIMITS OF LIABILITY		PREMIUM
	each claim	all claims	
A. Professional Liability	$ 200,000	$600,000	$5,437.00
B. Deductible (Refer to Endorsement)	$ 0		$0.00
C. Professional Premises Liability	each premises occurrence $200,000	premises aggregate $200,000	$0.00
D. Vicarious Liability	no additional limits		$0.00
		TOTAL PREMIUM	$5,437.00

4 TYPE OF COVERAGE **OCCURRENCE**

5 Class **1D** Principal Practice **81266 PATHOLOGY**
Territory **IA** County **HIDALGO**

6 FORMS & ENDORSEMENTS **PIO0106, 98, 97, 96, 60, 42, 4, EPLI**

CREDITS INCLUDED ABOVE

Experience Discount **-$1,036.00**

This Declarations Page is part of and subject to all terms, conditions and exclusions of the above numbered policy and any endorsements issued by the Trust to the Named Insured.

Issue Date: **02/02/2013**

Countersigned By: John D. Alexander

Authorized Representative of
Texas Medical Liability Trust

TP

This Declarations Page, along with the coverage forms and endorsements attached, completes the above numbered policy.

TEXAS LIABILITY INSURANCE CARD

WILLIAM FARLEY
********** ********** ***
********** ********** ***
********** ********** ***
1511 PRESTON TRL
HARLINGEN TX 78552

FARMERS

Policy Number: 045144009
Effective Date: 10-19-2013
Expiration Date: 04-19-2014
NAIC Number: 24392

Year	Make	Model	VIN
2006	CHEVROLET TRUC	SLVRDO 1500 CR PU 4WD	2GCEK13T761215609
2004	LEXUS	LS 430 4D	JTHBN36F340151264
2002	MITSUBISHI	MONTERO 4D 4X4 LIMITED	JA4MW51R12J026639

FARMERS TEXAS COUNTY MUTUAL INSURANCE COMPANY 1-800-225-0011

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Agent Name: KENT W. JONES
Phone No: (956) 440-8890

12-10 A1662441

AIM

Association of State Medical Board Executive Directors

Texas Medical Board Search Results:

Licensee Name	NORMA JEAN FARLEY
License Status	ACTIVE
License Number	J9873
License Type	MD
Address	3100-B S. BUSINESS HWY 281
City State Zip	EDINBURG TX 78539
Birthdate	1961
Original License Date	22 Jun 1996
License Expiration Date	31 Aug 2015
Education	UNIV OF TEXAS MEDICAL SCHOOL, SAN ANTONIO
Specialty1	PATHOLOGY
Specialty2	FORENSIC PATHOLOGY
Board Actions: No information on file	

Above accurate as of: 01 Dec 2013

Direct requests for Disciplinary Documents to
TMB Customer Information Center
Texas Medical Board
Return to Texas Home Page
This Board's data has been searched 42584450 times since 12/11/1997

Please read the AIM Disclaimer

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Norma Jean Farley, M.D
Anatomic, Clinical and Forensic Pathologist
200 S. 10th St, Ste. 1105, McAllen, TX 78501
Tel: (956) 682-7938; Fax: 1-866-682-0360

December 20, 2013

Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County at Contracted (Funeral Home) Facility and Designated County Morgue Facility

I. Autopsy cost (with understanding that the morgue will be relocated to Hidalgo County facility during contract period).

- A. Full autopsy (head and body) - $1,450.
- B Partial – $1,100.
- C. External examinations – $1,000.
- D. Embalmed bodies - $2,250
- E. Exhumed bodies - $3,500
- F. Toxicology Only Cases- Fee from NMS Labs only
- G. Non-human skeletal remains
  1. 1-4 bones – no charge if no report stating non human remains
  2. 5-10 bones - $50
  3. multiple bones with non human skeletal remains report $75
- H. Single body part, small e.g. finger or toe with report - $150 (DNA analysis included)
  1. Sent to University of North Texas, packing, shipping, reviewing DNA report
- I. Single body part large e.g. arm, leg, head with report (not a suspected homicide) - $250
- J. Body part(s) suspected to be a homicide - $1000 with additional body parts recovered later at no additional charge
  1. Includes testimony
- K. Unknown tissue
  1. uncomplicated less than 20lbs with report - $25
  2. complicated less than 20lbs requiring additional testing with report (human vs nonhuman, sending DNA to University of North Texas, microscopic slides extra) - $150
- L. Chart Review –
  1. Non-homicide -$0 - $250 depending on difficulty of case.
  2. Homicide - $500 includes testimony
- M. Autopsy cost includes:
  1. Office manager and Administrator for Valley Forensics
  2. CD of photographs as needed.
  3. Transcription costs.
  4. Any testimony needed for homicide cases at no charge while under contract.
  5. Locum tenens pathologist as needed (vacation and conference coverage).

N. The cost to provide testimony or review material at the request of Hidalgo County on cases other than homicides or homicides which were not autopsied by Dr. Farley will be billed to the County at a rate of $100/hour. The hourly rate will include preparation, travel, and testimony.

O. Autopsies will be performed at Ceballos Funeral Home until the County facility is operational with the same fees charged when operating at the County facility. All morgue expenses including personnel, on call personnel for the morgue, security, maintenance and supplies are the responsibility of Ceballos Funeral Home except for the supplies currently being provided by Valley Forensics and personnel provided by the county.. Although the administrative office for the forensic pathologist and staff was originally to be located at Ceballos Funeral Home per the original contract with the County, the office has moved to a separate facility due to a lack of available space. Internet, fax, printer and telephone service for the morgue is being supplied by Valley Forensics.

P. Fees will remain in effect when autopsies are performed at the County facility.

II. Fees not included:

A. Histology and Microbiology–

B. Toxicology – usually $154.00 to $270.00 per case possibly higher depending on the complexity of the case and decomposition of the body (most forensic cases – homicides, excited delirium cases, overdoses, some motor vehicle accidents, etc.). Urine drug screens will be performed when necessary.

C. X-rays. - $50 per X-ray (maximum charge of $300)
   1. Will be performed at the facility using Valley Forensic equipment.
   2. X-rays are performed on every gunshot wound case, stab wound case, skeletonized case (looking for bullets etc), decomposed body, airplane crash victims and infant/small children (to identify fractures).

D. Sexual Assault Kit - $50 to complete a sexual assault kit when not warranted (e.g. decomposed, other), $25 if warranted and County/investigative agency supplies kit,$50 if warranted if Valley Forensics provides the kit, $75 if not warranted and Valley Forensics supplies the kit.

E. DNA testing only when needed - usually homicides/decomposed bodies and only when no dental identification or other identification is present (tattoo identification). These cases will be discussed with the Justice of the Peace/District Attorneys Office prior to testing.

F. Expert consultation:
   1. Neuropathology on infant/child homicide cases with blunt head trauma requiring diffuse axonal injury stains – only a few cases a year .cost determined by Neuropathologist.
   2. Eye pathology – retinal hemorrhage analysis – only if approved by District Attorney after consultation. Cost depends on laboratory used.
   3. Dental Odontology – bite mark analysis. Only if approved by the District Attorney.

G. Physical evidence and ballistics.
   1. Collected at the time of autopsy and released to investigating agency (CD of photographs at no charge).

2. Bullets will be released to investigating agency.

H. Prints of photographs – $25.00 to be paid by the requesting agency (CD of photographs at no charge).

I. Laboratory analysis when necessary (vitreous chemistry needed on a few infants a year with dehydration or heat stroke victims), vitreous glucose on cases of diabetic ketoacidosis, microbiology – all infants suspected of SIDS, H1N1 cases, infectious disease.

III. Additional fees associated with County autopsy facility

A. All morgue expenses are the responsibility of Hidalgo County including but not limited to:

1. Autopsy assistant(s).
2. On call personnel for the morgue to answer telephone calls after hours only if the proposed working hours and emergency contact number after hours are not accepted by the County (M-F, 8am-5pm).
3. Security for the building (monitored access), maintenance, medical waste and supplies
4. All utilities for the building and IT assistance to include internet service and telephone service.
5. Access to the building after hours supplied by the County or there will be a charge of $25 per event.

IV. The above cost proposal is with the understanding that the current Justice of the Peace system will continue and does not reflect fees or staffing necessary to support a Medical Examiner's system. The above cost proposal is intended for Hidalgo County with no agreement to supply services for other counties.

Norma Jean Farley, M.D.
1/15/14

SPECIAL MEETING - December 20, 2013

BE IT REMEMBERED, that on this 20th day of December A.D., 2013, 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 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:

3. **AI-42248** Discussion and applicable action on the current RFP No. 2013-289-"Self-Insured Health Care Claims Auditing Services" including, but not limited to the following:
A. Cancellation of current RFP in present form;

Marty informed the Court that there are certain restrictions on the current RFP; therefore, she would like the Courts approval to re-advertise.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

B. Authority to re-advertise project incorporating current provisions imposed by BCBS of Texas and drafting of procurement packet with collaboration from Mr. Gary Looney, Group Health Insurance Consultant, Legal Counsel, Hon. S. Crain, DBM, Exec. Office and Purchasing Dept.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

4. **AI-42338** a. Accept Texas Agri-Life assets purchased thru the Texas A&M System no longer in use and obsolete and to declare as surplus for the purpose of disposition;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

b. Approval of property transfer forms as attached with supporting documentation from Texas A&M System.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

At this time, Commissioner Hector "Tito" Palacios joined the meeting.

5. **AI-42343** A. Approval of order for exemption from competitive bidding requirements under Texas Local Government Code, Chapter/Section, 262.024 (a)(4), a professional service;

On motion by COMMISSIONER PCT.4, JOSEPH PALACIOS , seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

B. Acceptance and approval of a negotiated engagement/agreement/contract with Dr. Norma Jean Farley, MD/forensic pathologist for the provision of autopsies & related services as drafted and developed by District Attorney's Office confirming compliance with those provisions set forth in Government Code 2254- 1) on a basis of

demonstrated competence and qualifications to perform the services; and, 2) for a fair and reasonable price (fees permitted by law).

On motion by COMMISSIONER PCT.1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

6. **AI-42059** Acceptance and approval of Interlocal Governmental Agreement by and between Hidalgo County Appraisal District and the County of Hidalgo for YR 2014, in connection with participation in (a) Hidalgo County's "Self-Funded Health Insurance Program, Stop Loss Insurance and Life/AD&D Insurance"; (b) Voluntary Products limited however to Dental and Vision insurance, including execution of document.

Commissioner Joseph Palacios stepped away from the meeting.

On motion by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

7. **AI-41664** Requesting authority to exercise the sixty (60) day grace period extension as provided in the current contract for: "Legal Services to Represent the H. C. Civil Service Commission" for Hidalgo County, under the same rates, terms and conditions with The Espinosa Law Firm E-12-281-11-06 effective January 01, 2014 thru March 01, 2014.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

8. **AI-42368** Presentation for consideration, discussion, acceptance, and approval to amend inter-local agreement (C-05-246-05-03) between City of Edinbug and Hidalgo County for "The Disposal of Non-Hazardous Solid Waste " to reflect the cost of $215.00 per 30 cubic yard bins for the disposal of tires.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

9. **AI-42357** a. Acceptance and approval of "Amendment#4" to the AIA B-141-1997 Standard Form of Agreement with Alcocer Garcia Associates, Inc., for the "Remodel of Existing Old Administration Building (1st and 2nd Floor)," to reflect the revisions of the County Judge's Office to include Emergency Management Office, with an additional cost of service for architectural and mechanical/electrical/plumbing (A&E) fees of $6,170.00;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. seconded by COMMISSIONER PCT. 2, HECTOR "TITO" PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

b. Acceptance and approval of final plans & specifications for the County Commissioners' Courtroom Chambers and Office Spaces/Suite for Public Relations

There being no further business to come before said

Court, the meetings of the Commissioners' Court and the

Drainage District #1 Board are now hereby adjourned.

Dated this the 20th day of December, 2013

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Virginia Jones, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on December 20, 2013.

Signed this 20th day of December 2013

ATTEST:
ARTURO GUAJARDO, JR.
County Clerk and Ex-Officio Clerk
Of the Commissioners' Court of
Hidalgo County

By: _____
(Seal) Virginia Jones, Deputy

APPROVED

AI-42343 **Purchasing Department 22. A. 5.**

CC REGULAR

Meeting Date: 12/20/2013

Submitted For: Martha L. Salazar **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Approval of order for exemption from competitive bidding requirements under Texas Local Government Code, Chapter/Section, 262.024 (a)(4), a professional service;

B. Acceptance and approval of a negotiated engagement/agreement/contract with Dr. Norma Jean Farley, MD/forensic pathologist for the provision of autopsies & related services as drafted and developed by District Attorney's Office confirming compliance with those provisions set forth in Government Code 2254- 1) on a basis of demonstrated competence and qualifications to perform the services; and, 2) for a fair and reasonable price (fees permitted by law).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-080-003-0-344

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

BUDGETARY IMPACT:

Funds available as of 12/16/13.

Attachments

262.024

Gov. Code 2254

REVISED

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/13/2013 04:05 PM
Budget & Management	Debbie Tamez	12/13/2013 04:24 PM
Glinda Pacheco	Glinda Pacheco	12/16/2013 11:08 AM
Auditor's Office	Monica Badillo	12/17/2013 09:11 AM

Form Started By: Marty Salazar Started On: 12/13/2013 12:13 PM

Final Approval Date: 12/17/2013

STATE OF TEXAS §

§ **CONTRACT**

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS Agreement, made and entered into this 20th day of December, 2013 by and between **HIDALGO COUNTY, TEXAS** (the "County") **and NORMA JEAN FARLEY, M.D.,** an individual engaged in the practice of medicine and specializing in forensic pathology (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County does not have a medical examiner's office and as such the need exists to contract the services of a pathologist to perform autopsies on an as needed basis;

WHEREAS, the parties recognize that the proper performance of autopsies and the related services requires the supervision and direction of a physician who has the training, experience, and qualifications necessary to practice medicine in the specialty of pathology;

WHEREAS, Contractor was sought by the County to provide turnkey autopsies and related services more particularly described in this Agreement and the "Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County, attached hereto as Exhibit "A"; and the Curriculum Vitae of Norma Jean Farley, M.D., attached hereto as Exhibit "B"; all of which are incorporated by reference herein and made a part of this Agreement;

WHEREAS, Hidalgo County has entered into a service contract with Ceballos Funeral Home, Inc. (RFP No. 2010-243-07-06-YZV) for a facility at which the Contractor may perform autopsies for Hidalgo County, which are not performed in the designated County Morgue Facility;

WHEREAS, County has determined that the proper, orderly and efficient delivery of quality autopsy services, as described in this Agreement and Exhibits A, collectively hereinafter referred to as the "Services" to the County, can be accomplished best by contracting with Contractor;

WHEREAS, County has determined that for proper and efficient operation of the Services, the Contractor will provide on call services 24 hours a day and shall provide autopsy services between 8:00 a.m. and 5:00 p.m., Monday through Friday and will have a pathologist, autopsy technician or other employee to be available for after hours calls from law enforcement, transport service, justices of the peace, and the County District Attorney's office as more fully described in this Agreement and in Exhibit "A" attached herein;

WHEREAS, Contractor is willing to accept the responsibility of providing Services to County in accordance with recognized medical standards, and the terms and conditions set forth in this Agreement; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the performance of the Services during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other, as follows:

1. OBLIGATIONS OF THE CONTRACTOR

Contractor agrees to provide the following services to the County during the term of this Agreement:

1.1 Autopsies. For purposes of this Agreement, an "autopsy" shall include but not be limited to:

"A post mortem examination of the body of a person, including x-rays (as needed) and an examination of the internal organs and structures after dissection, to determine the cause of death or the nature of any pathological changes that may have contributed to the death and includes removing a sample of body fluids, tissue or organs in order to determine the nature and cause of death even when a complete post mortem examination of the body is not done." Contractor agrees to use proper professional standards and devote the time necessary to provide the Services on an as needed basis.

1.2 Equipment and Supplies. Contractor shall provide the components necessary to perform an autopsy, including but not limited to providing an X-ray machine, an X-ray developer, reference histology lab services and reference toxicology lab services. Contractor agrees to use proper professional standards and devote such time necessary to provide the Services on an as needed basis. Contractor will also provide the following equipment and supplies for the performance of autopsies:

1. Tissue containers (at contracted facility only)
2. Counter top digital scale (for infants)
3. Formalin (at contracted facility only)
4. Camera, digital
5. Large measuring cups (at contracted facility only)
6. Ladles (small) (at contracted facility only)
7. Tea Strainer
8. Colander
9. Autopsy knives (do not need disposable)
10. Rib cutters (at contracted facility only)
11. Mayo dissecting scissors
12. Autopsy Saws (at contracted facility only)
13. Short scissors
14. Forceps

15. Microscope
16. Histology Laboratory (reference)
17. Toxicology Laboratory (reference)
18. X-ray portable and processor

Any additional equipment and/or supplies necessary to perform the Services identified in this Agreement are the responsibility of the County or Designated Morgue Facility and shall be invoiced separately with supporting documentation showing the need for the additional equipment and supplies, and with prior written approval from the District Attorney's office.

The County has also secured a contract with a third party (RFP No. 2010-243-07-06-YZV) for a facility at which autopsies may be performed. This third party vendor shall be responsible for providing the remaining necessary equipment and supplies to the Contractor for the performance of autopsies not performed at the designated County Morgue Facility.

The equipment and supplies provided by Contractor may change, as necessary and by agreement of the parties, at the time an appropriate County Morgue Facility has been designated.

1.3 Logistics. Contractor will provide personnel, equipment, and supplies necessary to perform autopsy services as more fully described in this Agreement and Exhibits "A", attached herein. **HOWEVER, UPON DESIGNATATION OF THE COUNTY MORGUE FACILITY AT WHICH THE CONTRACTOR WILL PERFORM AUTOPSIES AND SHOULD THE COUNTY ALSO SECURE NECESSARY EQUIPMENT, INSTRUMENTS AND SUPPLIES FOR THE PERFORMANCE OF AUTOPSIES (THROUGH ITS FACILITY VENDOR), THEN THE PARTIES AGREE**

THAT THE AMOUNT OF THIS AGREEMENT SHALL INCLUDE ONLY THE CONTRACTOR'S SERVICES FOR THE PERFORMANCE OF AUTOPSIES AND RELATED SERVICES AND NOT THE COST OF A FACILITY AND/OR EQUIPMENT, AS MORE FULLY DESCRIBED IN THIS AGREEMENT AND EXHIBIT "A", ATTACHED HEREIN, FOR AUTOPSIES AND RELATED SERVICES PERFORMED AT THE DESIGNATED COUNTY MORGUE FACILITY.

1.4 Administration. The Contractor will communicate with the County regarding the administration of autopsies. Notwithstanding anything herein to the contrary, the County will not have or exercise any control over the manner in which the medical duties of the Contractor are performed as would jeopardize the status of the Contractor as an independent contractor.

1.5 Quality of Care. The Contractor will continually work to improve the quality of and maintain a reasonable cost for autopsies furnished on behalf of the County.

1.6 Records. The Contractor shall, at Contractor's expense, keep or cause to be kept in an adequate filing system, accurate and complete records of each autopsy performed. Such records shall be the property of the County. Upon termination of this Agreement, Contractor agrees to deliver to County all records in its possession pertaining to the Services within thirty (30) days.

1.7 Education. Contractor shall attend conferences and meetings at her own expense, provided such attendance does not impair the performance of her obligations under this Agreement.

1.8 Availability of Contractor and Commencement of Autopsies. Contractor agrees to provide on call services (24) hours a day and shall provide autopsy

services between 8:00 a.m. and 5:00 p.m., Monday through Friday (except on County holidays) and will have a pathologist, autopsy technician, or other employee to be available for after hours calls from law enforcement, transport service, justices of the peace, and the County District Attorney's office as more fully in this Agreement and in Exhibit "A" attached herein.

1.9 Coverage. Contractor will be responsible for making arrangements acceptable to, and at no additional expense to the County, for adequate autopsy coverage during any absence. The County shall not unreasonably withhold acceptance of any such arrangements. Contactor shall remain responsible for the Services at all times during the term of this Agreement. However, the parties agree that the Contractor may have a qualified substitute physician render the Services. Contractor must submit the name of the qualified physician to the County and make all necessary arrangements for the performance of Services should Contractor not be available for a period exceeding forty-eight (48) hours. **FAILURE TO PROVIDE ADEQUATE COVERAGE AS DESCRIBED HEREIN IS AN EVENT FOR WHICH THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED WITHOUT PENALTY.** While this Agreement allows for a qualified substitute physician to render the Services, it is not the intent of the parties to have another forensic pathologist other than Contractor perform the services on a regular basis. Any abuse of this substitute physician provision by Contractor, upon reasonable determination by the District Attorney, shall result in the County having sole discretion to terminate this agreement effective immediately.

1.10 Method for Providing Service Orders to Contractor. The County shall make all requests for autopsies in writing, either by fax, personal delivery or by documents accompanying the corpse to the autopsy facility.

1.11 Criminal Proceedings. Contractor agrees to testify at the County's request, when necessary, in all criminal proceedings involving homicides and where an

autopsy has been performed by the Contractor, or criminal proceeding involving homicides where an autopsy was not performed but materials were reviewed by the Contractor, as required by subpoena, including but not limited to inquest hearings, trials and other judicial processes. Contractor shall also submit to the Hidalgo County District Attorney's Office, written reports including but not limited to all findings from the completed autopsy and all laboratory results. All reports, findings and results shall be submitted no later than thirty (30) business days after an autopsy and all ancillary tests are completed (i.e. toxicology, neuropathology, ballistics, DNA, sexual assault kit, etc.), with preliminary findings to be submitted to the Hidalgo County District Attorney's office or requesting agency within five (5) business days after the performance of an autopsy and/or by agreement of the parties.

1.12 Ethics. Contractor shall insure that in performing services under this Agreement, that all work shall be performed using best and most diligent efforts and professional skills and shall render care in accordance with and in a manner consistent with the highest standards of the specialty of forensic pathology and that all conduct shall be in a manner consistent with the principles of medical ethics and of the American Medical Association.

1.13 Certification. The Contractor shall be board certified in Anatomic and Forensic Pathology and/or by the American Board of Pathology and shall be licensed to practice medicine in the State of Texas.

2. INSURANCE COVERAGE

2.1 Professional Liability Insurance. At all times during the term of this Agreement, the Contractor will carry professional liability insurance in the amount of $100,000.00/$300,000.00 at Contractor's expense and will provide general liability insurance covering her activities in providing services for the County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et.

seq., Texas Civil Practice and Remedies Code. The County shall be named as an Additional Insured under the Contractor's liability insurance policy. The Contractor will provide a certificate of insurance to the County evidencing such coverage and will notify the County immediately if any change in coverage occurs for any reason.

2.2. Automobile Insurance. Contractor shall also provide proof of automobile liability insurance coverage with limits of at least $300,000.00/$500,000.00, consistent with potential exposure to County under the Texas Torts Claims Act. Coverage shall include injury or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder.

3. CONTRACTOR'S COVENANTS AND WARRANTIES

3.1. Contractor makes the following representations and warranties to County:

3.2 Licensure. Contractor is duly licensed to practice medicine in the State of Texas and is board eligible or certified in the field of Anatomic and Forensic Pathology.

3.3 Suspension of License. Contactor has not practiced medicine in any state in which her license has ever been suspended or revoked.

3.4 Discipline. Contractor has never been reprimanded, sanctioned, or disciplined by a licensing board or state or local medical society or specialty board.

3.5 Malpractice Judgment. There has never been entered against Contractor a final judgment in a malpractice action having an aggregate award to the plaintiff in excess of $10,000.00.

3.6 Settlement. No action based on an allegation of malpractice by Contractor has ever been settled by payment to the plaintiff of an aggregate amount in excess of $10,000.00.

3.7 Membership Denial. Contractor has never been denied membership or re-appointment of membership on the medical staff of any hospital, and no hospital medical staff membership or clinical privileges of Contractor have ever been suspended, curtailed, or revoked.

4. OBLIGATIONS OF THE COUNTY

4.1 The County shall be obligated to provide a facility for purposes of allowing Contractor to fulfill her obligations under this Agreement.

4.2 At the time a dedicated County Morgue Facility is established, the County shall provide the available funding to secure necessary personnel and/or staff and equipment as required by this Agreement and described herein and in Exhibit "A".

4.3 Contractor agrees to make serving the County her medical practice priority. Contractor may practice at other institutions and locations when, in the reasonable opinion of the County, such other medical practice does not impair the fulfillment of her obligations under this Agreement or diminish the quality of service received by Hidalgo County. If, in the reasonable opinion of the County, the provision of Services are impaired or diminish due to another medical practice of the Contractor, then the County may unilaterally terminate this Agreement immediately without penalty.

4.4 Delivery of Corpses. The County, through a third party vendor (RFB. 2010-003-09-28-YZV), shall be responsible for the transport and delivery of corpses to the facility where autopsies shall be performed. The transport and/or delivery of the corpses shall not be the responsibility of the Contractor.

5. PARTIES' RELATIONSHIP

5.1 Relationship of the Parties. Contractor, at all times will act as an Independent Contractor providing the Services and will not act or hold herself out to third parties as an employee or agent of County in the provision of the Services under this Agreement. The County shall not control how the results or the details of the Services are provided and/or achieved. As an Independent Contractor, Contractor shall supply her own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services (as specified in paragraphs 1.2 above) and shall not rely on or require the County to supply any of the above, unless otherwise specified in this Agreement.

6. TAXES AND BENEFITS

6.1 County will not withhold income tax or Social Security tax on behalf of the Contractor or any of Contractors partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement or otherwise against the County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Contractor will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

7. INCURRING FINANCIAL OBLIGATION

7.1 Contractor will incur no financial obligation on behalf of the County without prior written approval of the County. Contractor will be responsible for all personal and

professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

8. OTHER PERSONNEL

8.1 All salaries, wages, taxes, insurance, worker's compensation insurance and other expenses and benefits incidental to the employment of physicians, non-physicians or other personnel by the Contractor will be the responsibility and obligation of the Contractor, until such time as the County designates the County Morgue Facility.

9. CONSULTATION

9.1 Consultation. While this Agreement is in effect, the parties intend that the Contractor shall be the exclusive source of performing the Services for the County. However, the County may allow another pathologist to perform the Services in the event the Contractor is absent or may not be available for a period exceeding forty-eight (48) hours.

10. FEES

10.1 Fees. The Contractor shall be compensated in accordance with the Cost Proposal attached hereto in Exhibit “A”. This fee schedule may be amended only by the mutual written agreement of the Contractor and the County. The Contractor will bill and collect fees only for actual Services performed on behalf of the County in accordance with the specifications. The County will pay Contractor no later than thirty (30) days from the time the County is invoiced for the Services.

11. NON-DISCRIMINATION

11.1 Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing Services under this Agreement or in the selection of physicians or non-physician employees, or independent contractors.

12. REGULATORY REQUIREMENTS

12.1 Contractor will perform the Services at all times in compliance with federal, state, and local laws, rules, regulations and all currently accepted and approved methods and practices of the professional specialty of forensic pathology.

13. INDEMNIFICATION

13.1 THE CONTRACTOR WILL INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITY, AND EXPENSES (INCLUDING COSTS OF JUDGMENTS, SETTLEMENTS, COURT COSTS, AND ATTORNEYS' FEES, REGARDLESS OF THE OUTCOME OF SUCH CLAIM OR ACTION) CAUSED BY, RESULTING FROM, OR ALLEGING NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OR ANY FAILURE TO PERFORM ANY OBLIGATION UNDERTAKEN OR ANY COVENANT IN THIS AGREEMENT, WHETHER SUCH ACT, OMISSION, OR FAILURE WAS THE CONTRACTOR'S OR THAT OF ANY PERSON PROVIDING SERVICES HEREUNDER THROUGH OR FOR THE CONTRACTOR TO THE EXTENT CONTRACTOR'S LIABILITY CARRIER PROVIDES A DEFENSE AND INDEMNITY. UPON WRITTEN NOTICE FROM THE COUNTY, THE CONTRACTOR WILL RESIST AND DEFEND, AND BY COUNSEL REASONABLY SATISFACTORY TO COUNTY, ANY SUCH CLAIM OR ACTION.

THE CONTRACTOR WILL CARRY PROPER INSURANCE WITH THE COUNTY AS AN ADDITIONAL NAMED INSURED, AS PROVIDED IN PARAGRAPH 2.1 ABOVE.

13.2 To the extent provided for by law, the County will indemnify and hold the Contractor harmless from any and all claims, actions, liability, or expenses (including costs of settlements, judgments, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of the County, its employees or any failure to perform any obligation undertaken or any covenant made by the County under this Agreement.

14. TERMINATION OF AGREEMENT

14.1 Term. The initial term of this Agreement shall be twenty-four (24) months commencing December 20, 2013, and ending on December 20, 2015.

14.2 Renewal Option. The County shall have the sole option to extend this Agreement for no more than two additional one (1) year terms under the same fees, rates, terms and conditions or as amended by written agreement between the County and the Contractor. County shall provide the Contractor a minimum of sixty (60) days notice of its intent to renew this Agreement for the additional one (1) year terms.

14.3 Termination with Cause.

A. Termination by County. The County may terminate this Agreement immediately upon the occurrence of any of the following events:

(1) To the extent provided under the law, any conduct of the Contractor which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the County.

(2) The failure of Contractor to provide coverage as required by Section 1.8 (Coverage) herein.

(3) The resignation, expulsion, suspension, disciplining of Contractor or the loss of privileges as a forensic pathologist; the loss of Contractor's professional medical licenses; the loss of Contractor's pathologist board certification in the field of forensic pathology; or the loss of or failure to provide evidence of liability insurance, as required by Section 2.1 (Insurance) herein.

(4) The conviction of the Contractor of any crime punishable as a felony involving moral turpitude or immoral conduct.

(5) The death of Contractor or the occurrence of illness or injury reasonably likely to lead to the inability of Contractor to personally perform services under this Agreement for a period in excess of thirty (120) days.

(6) The failure of Contractor immediately to bar any individual from performing services under this Agreement, if such individual does not meet the qualifications required by this Agreement, if such individual commits a material breach of one of the terms of this Agreement, or if one of the events listed in (1) through (4) above occurs with respect to such individual.

(7) In addition, if the Contractor commits a material breach of any of the terms of this Agreement, other than those listed in subsections (1) through (6) above, then the County may terminate this Agreement upon no less than thirty (30) days written notice.

(B). Termination by Contractor. In the event the County breaches any material term of this Agreement, then the Contractor may terminate this Agreement upon no less than thirty (30) days written notice.

14.4 Termination without Cause. The parties may terminate this Agreement without cause upon no less than sixty (60) days written notice.

14.5 Termination by mutual agreement. In the event a Medical Examiner System is established by the County, this Agreement will be terminated.

14.6 Non-Interference. Following the expiration of this Agreement or its termination with or without cause, Contractor shall not interfere with any County contract with any other individual or entity for the provision of the Services.

15. NOTICES

15.1 Notice. Any notices or payments permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to the Contractor:
Norma Jean Farley, M.D.
3100-A S. Bus. Hwy. 281
Edinburg, Texas 78539

If to County:
Ramon Garcia County Judge
100 E. Cano
Edinburg, Texas 78540

16. LAW

THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND IS PERFORMABLE IN HIDALGO COUNTY, TEXAS.

17. NO IMPLIED WAIVER

Any waiver of enforcement of any provision or waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

18. COMMITMENT OF CURRENT REVENUES

18.1 In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex.Loc. Govt. Code Ann. § 271.903.

19. SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

20. ASSIGNABILITY

The Contractor may not assign Contractor's rights or obligations under this Agreement without the County's written consent. Any assignment in violation of this provision shall give the County the right to terminate this Agreement immediately, upon written notice to the Contractor.

21. AMENDMENTS

Any amendments to this Agreement will be effective only if in writing and signed by the County and the Contractor.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

23. NO WAIVER

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

24. VARIATIONS OF PRONOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

25. AUTHORIZATION FOR AGREEMENT

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

WITNESS THE HANDS OF THE PARTIES on this the ___ day of _____, 20___.

_____
Norma Jean Farley, M.D.

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTESTED

_____
Arturo Guajardo, Jr, County Clerk

Approved as to Form:
Office of Criminal District Attorney

_____
By: Victor M. Garza
Assistant District Attorney-County Affairs

Norma Jean Farley, M.D
Anatomic, Clinical and Forensic Pathologist
200 S. 10th St, Ste. 1105, McAllen, TX 78501
Tel: (956) 682-7938; Fax: 1-866-682-0360

December 20, 2013

Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County at Contracted (Funeral Home) Facility and Designated County Morgue Facility

I. Autopsy cost (with understanding that the morgue will be relocated to Hidalgo County Facility during contract period)

- A. Full autopsy (head and body) - $1,450
- B Partial – $1,100
- C. External examinations – $1,000
- D. Embalmed bodies - $2,250
- E. Exhumed bodies - $3,500
- F. Toxicology Only Cases- Fee from Labs only
- G. Non-human skeletal remains
  1. 1-4 bones – no charge if no report stating non human remains
  2. 5-10 bones - $50
  3. multiple bones with non human skeletal remains report $75
- H. Single body part, small e.g. finger or toe with report - $150 (DNA analysis included)
  1. Sent to University of North Texas, packing, shipping, reviewing DNA report
- I. Single body part large e.g. arm, leg, head with report (not a suspected homicide) - $250
- J. Body part(s) suspected to be a homicide - $1000 with additional body parts recovered later at no additional charge
  1. Includes testimony
- K. Unknown tissue
  1. uncomplicated less than 20lbs with report - $25
  2. complicated less than or greater than 20lbs requiring additional testing with report (human vs nonhuman, sending DNA to University of North Texas, microscopic slides extra) - $150
- L. Chart Review
  1. Non-homicide -$0 - $250 depending on difficulty of case.
  2. Homicide - $500 includes testimony
- M. Autopsy cost includes:
  1. Office manager and Administrator for Valley Forensics
  2. CD of photographs as needed
  3. Transcription costs
  4. Any testimony needed for homicide cases at no charge while under contract.
  5. Locum tenens pathologist as needed (vacation and conference coverage)

N. The cost to provide testimony or review material at the request of Hidalgo County on cases other than homicides or homicides which were not autopsied by Dr. Farley will be billed to the County at a rate of $100/hour. The hourly rate will include preparation, travel, and testimony.

O. Autopsies will be performed at Ceballos Funeral Home until the County facility is operational with the same fees charged when operating at the County facility. All morgue expenses including personnel, on call personnel for the morgue, security, maintenance and supplies are the responsibility of Ceballos Funeral Home except for the supplies currently being provided by Valley Forensics and personnel provided by the county.. Although the administrative office for the forensic pathologist and staff was originally to be located at Ceballos Funeral Home per the original contract with the County, the office has moved to a separate facility due to a lack of available space. Internet, fax, printer and telephone service for the morgue is being supplied by Valley Forensics.

P. Fees will remain in effect when autopsies are performed at the County facility.

II. Fees not included:

A. Histology and Microbiology

B. Toxicology – usually $154.00 to $270.00 per case possibly higher depending on the complexity of the case and decomposition of the body (most forensic cases – homicides, excited delirium cases, overdoses, some motor vehicle accidents, etc.). Urine drug screens will be performed when necessary.

C. X-rays. - $50 per X-ray (maximum charge of $300)
   1. Will be performed at the facility using Valley Forensic equipment.
   2. X-rays are performed on every gunshot wound case, stab wound case, skeletonized case (looking for bullets etc), decomposed body, airplane crash victims and infant/small children (to identify fractures).

D. Sexual Assault Kit - $50 to complete a sexual assault kit when not warranted (e.g. decomposed, other), $25 if warranted and County/investigative agency supplies kit,$50 if warranted if Valley Forensics provides the kit, $75 if not warranted and Valley Forensics supplies the kit.

E. DNA testing only when needed - usually homicides/decomposed bodies and only when no dental identification or other identification is present (tattoo identification). These cases will be discussed with the Justice of the Peace/District Attorneys Office prior to testing.

F. Expert consultation:
   1. Neuropathology on infant/child homicide cases with blunt head trauma requiring diffuse axonal injury stains – only a few cases a year .cost determined by Neuropathologist.
   2. Eye pathology – retinal hemorrhage analysis – only if approved by District Attorney after consultation. Cost depends on laboratory used.
   3. Dental Odontology – bite mark analysis. Only if approved by the District Attorney.

G. Physical evidence and ballistics.
   1. Collected at the time of autopsy and released to investigating agency (CD of photographs at no charge).

2. Bullets will be released to investigating agency.

H. Prints of photographs – $25.00 to be paid by the requesting agency (CD of photographs at no charge).

I. Laboratory analysis when necessary (vitreous chemistry needed on a few infants a year with dehydration or heat stroke victims), vitreous glucose on cases of diabetic ketoacidosis, microbiology – all infants suspected of SIDS, H1N1 cases, infectious disease.

III. Additional fees associated with County Autopsy Facility

A. All morgue expenses are the responsibility of Hidalgo County including but not limited to:

1. Autopsy technicians
2. On call personnel for the morgue to answer telephone calls after hours only if the proposed working hours and emergency contact number after hours are not accepted by the County (M-F, 8am-5pm).
3. Security for the building (monitored access), maintenance, medical waste and supplies
4. All utilities for the building and IT assistance to include internet service and telephone service.

IV. The above cost proposal is with the understanding that the current Justice of the Peace system will continue and does not reflect fees or staffing necessary to support a Medical Examiner's system. The above cost proposal is intended for Hidalgo County with no agreement to supply services for other counties.

_____

Norma Jean Farley, M.D.

NORMA JEAN FARLEY, M.D.
CURRICULUM VITAE

Business Address & Telephone
Valley Forensics, P.L.L.C.
200 South 10th St., Suite 1105
McAllen, TX 78501

EDUCATION

07/98-06/99	**Bexar County Forensic Science Center** 7337 Louis Pasteur San Antonio, TX 78229-4565 Assistant Medical Examiner
07/94-06/98	**University of Texas Health Science Center** San Antonio, TX Combined AP/CP Residency Residency Director: Larry Fowler, M.D. Chief Resident - 1997-1998
08/90-05/94	**University of Texas Health Science Center** San Antonio, TX College of Medicine Degree: M.D.
01/85-08/86	**Stephen F. Austin State University** Nacogdoches, TX B.S. in biology and Secondary Education
08/81-12/83	**San Jacinto College** Pasadena, TX Associate in Arts

CERTIFICATIONS AND LICENSES

The American Board of Pathology: Certified in Combined Anatomic and Clinical Pathology and Forensic Pathology.

United States Medical Licensing Exam: Passed: Step 1, 2, 3.

State License: Texas.

EMPLOYMENT

3/07-present	**Valley Forensics (Autopsy Service and Expert Testimony)** **Chief Forensic Pathologist, Hidalgo and Cameron Counties** 200 S. 10th Street, Suite 1105, McAllen, TX
7/04-3/07	**Pathology Laboratory** Forensic Pathologist Valley Baptist Medical Center 2101 Pease Street, Harlingen, TX
7/03-7/04	**Bexar County Medical Examiner's Office** Medical Examiner 7337 Louis Pasteur, San Antonio, TX
1/00-7/03	**AmeriPath South Texas** 301 South Frio Street, San Antonio, TX Anatomic, Clinical and Forensic Pathologist Director of Autopsy Services, Medical Director
11/99-1/00	**Deputy Medical Examiner (part-time position)** Travis County Forensic Center 1213 Sabine Street, Austin, TX 78767
6/99-1/00	**Sedgwick County Regional Forensic Science Center** 1109 N. Minneapolis Wichita, KS 67214 **Deputy Chief Coroner-Medical Examiner** **Interim District Chief Coroner-Medical Examiner** 9/99-1/00
2/89-8/90	**Research Assistant** University of Texas Medical School, Houston, TX Dept. of Pathology, Steven Norris, Ph.D. Research in Treponema pallidum, DNA sequencing, tissue culture, MICs and MBCs of cephalosporins, quinolones, and other compounds. Laboratory mapped DNA of T. pallidum (Science 7/98)
1/87-1/89	**Research Technician** Texas A&M University, College Station, TX Dept. of Pathology, John Kochevar, M.D. Research in Renal Cell Carcinoma and Malignant Melanoma.

PROFESSIONAL AFFILIATIONS

1994-Present	American Society of Clinical Pathologists
1996-Present	College of American Pathologists
2008-Present	National Association of Medical Examiners
2008-Present	Associate Professor, University of Texas Medical School at San Antonio, Department of Pathology.
2005-Present	Cameron County Medical Society
1990-Present	American (& Texas) Medical Association

Guest Speaker/Instructor

Strangulation, 1st Annual Conference on Violence Against Women Behind Closed Doors, Brownsville Convention Center, April 28, 2010

Fatal Abuse in Infancy and Childhood, *13th Annual Trauma Symposium Levels of Life, South Padre Island, March 25th, 2010.*
University of Texas Pan American Conference on Child Sexual Abuse: Assessment and Intervention", May 12, 2008.

2007 Forensic Symposium, Seminar in Forensic Sciences, Fatal Abuse in Infancy and Childhood, Sudden Infant Death Syndrome, Death Investigation, Gunshot Wounds, In Custody Deaths, and Postmortem Interval, South Texas College, Weslaco, TX, Dec. 5, 2007.

Sudden Infant Death Syndrome and Shaken Baby Syndrome, Seminar in Forensic Sciences: Child Abuse-Prevention, Investigation, Intervention, South Padre Island, TX, Nov. 3, 2006.

Sudden Infant Death Syndrome, Seminar in Forensic Sciences: Child Abuse-Prevention, Investigation, Intervention, South Padre Island, TX, Nov. 5, 2005 and Valley Baptist Health System, Jan. 24, 2006.

Death Investigation and Toxicology Related Deaths, Advanced Toxicology Program, University of Texas Health Science Center, San Antonio, TX, Oct. 2004; Valley Baptist Health System, Jan. 25, 2005; The Science Academy of South Texas, Mercedes, TX, June, 2007

Fatal Abuse in Infancy and Childhood, Child Abuse Seminar, Brownsville, TX, October 2000 and Bexar County Medical Examiner's Office, San Antonio, TX, August 2003.

Natural Deaths and Deaths Due to Drug Overdose, Wichita State University, Guest Speaker (10/99), Wichita, KS.

Lectures - *Urinalysis and Serum Protein Electrophoresis,* University of Texas Health Science Center, Pathology Didactic Course, 1997-1998 San Antonio, TX.

HONORS, AWARDS AND COMMITTEES

Texas Forensic Science Commission (Governor appointed), 9/09.

Board of Editors, American Journal of Forensic Medicine and Pathology, 10/09.

Child Fatality Review, Bexar and Hidalgo Counties, 2003-2009.

Mass Disaster Planning Committee, Bexar County 2002-2003.

Texas Society of Pathologists, First Place Podium Competition, 2/98.
Texas Medical Association, Second Place Poster Award, 4/98.
Farley, NJ, D. King, M. Montiel, N. Clare, and F. Craig. *The Value of Flow Cytometry and Cytogenetics in the Diagnosis of AML, FAB M_4 and M_5.*

University of Texas Health Science Center, San Antonio, TX, Department of Pathology, Chief Resident (1997-98)

American Society of Clinical Pathologists and College of American Pathologists: Resident Liaison and Delegate (1995-1998)

PRESENTATIONS AND PUBLICATIONS

A death due to subinvolution of the uteroplacental arteries. A Case Report and Literature Review, American Academy of Forensic Science Platform Presentation, Annual Meeting, 2/2010. Accepted for publication - Journal of Forensic Sciences.

Where's the Shaking? Review of blunt head trauma cases involving infants and children: National Association of Medical Examiners, 40th Annual Meeting, San Antonio, TX, Oct. 14, 2006

Kunsman GW, Kunsman DM, Presses CL, Garavaglia JC, **Farley NJ.** *A mixed-drug intoxication involving venlafaxine and verapamil.* J Forensic Sci. 2000 Jul; 45(4): 926-8.

Tan D, Manchester LC, Reit5er RJ, Qi W, Hanes MA, **Farley NJ.** *High physiological levels of melatonin in the bile of mammals.* Life Sci. 1999 Oct 29; 65(23): 2523-9.

Farley, NJ, *Carbon Monoxide Levels in Fire Deaths: Dead or Alive?* Speaker: American Academy of Forensic Sciences, Annual Meeting, 2/00.

Farley, NJ, D. King, M. Montiel, N. Clare, and F. Craig. *The Value Of Flow Cytometry and Cytogenetics in the Diagnosis of Acute Myelogenous Leukemia, FAB Classification M_4 and M_5.*
Podium Presentation: Texas Society of Pathologists, 2/98.
Platform Presentations: Texas Medical Association and ASCP/CAP, 1998.
Publication: *American Journal of Clinical Pathology (Abstract),* 4/98.

Lovell, M., E. Griffiths, C. Harrison, **N. Farley.** *Neonatal Alloimmune Thrombocytopenia due to Anti-HLA Antibodies Treated with Intravenous Immunoglobulin.* **Presentation:** Texas Society of Pathologists, 2/98.

Kohlmeier, R., **N. Farley,** B. Smir. *Body Cavity Based Lymphoma: An Unusual Presentation in an HIV Negative Patient.*
Presentation: Texas Society of Pathologists, 2/98.

Farley, NJ, T.J. Prihoda, C.L. Gage, J.G. Schwartz. *Evaluation of the Cardiac STATusTM CK-MB/Myoglobin Card Test to Diagnose Acute Myocardial Infarctions in Patients Presenting to the Emergency Room.*
Presentation: ASCP/CAP Spring Meeting (1996) and Texas Society of Pathologists (1996). **Publications:** *Am J Emerg Med,* 1997 May;15(3):303-7.

Farley, NJ, E.B. Griffiths, L. Sinor, C.R. Harrison. *Neonatal Alloimmune Thrombocytopenia due to Anti-HLA Antibody Responding To Intravenous Immunoglobulin.* **Platform Presentation:** American Association of Blood Banks, 49th Annual Meeting, Orlando, Florida.

King, D., D. Barber, **N. Farley,** J. Harris. *Mucinous Adenocarcinoma Arising from a Suprapubic Cystostomy Site without Bladder Involvement.* The Journal of Spinal Cord Medicine, May 1997,20:244-246.

TMLT

TEXAS MEDICAL LIABILITY TRUST
P.O. Box 160140, Austin, Texas 78716
"A health care liability claim trust created by the Texas Medical Association"

THIS IS AN OCCURRENCE POLICY

DECLARATIONS PAGE

POLICY NO. **1-124533**

ITEM

1 NAMED INSURED (including address)

Norma J. Farley, MD
1511 Preston Trl.
Harlingen, TX 78552

NAMED INSURED IS A:

Individual

2 POLICY PERIOD beginning and ending at 12:01 a.m. at above stated address FROM **04/01/2013** TO **04/01/2014**

3 PROFESSIONAL LIABILITY COVERAGE

Only the "Named Insured" described in Section V, Definitions-J of the above numbered policy has coverage under this policy, unless otherwise expressly indicated by endorsement. Insurance is afforded only with respect to such coverages as are indicated by specific charges below. All insurance under the policy and any endorsement is subject to Section IV, Limits of Liability.

COVERAGE	LIMITS OF LIABILITY		PREMIUM
	each claim	all claims	
A. Professional Liability	**$ 200,000**	**$600,000**	**$5,437.00**
B. Deductible (Refer to Endorsement)	**$ 0**		**$0.00**
C. Professional Premises Liability	each premises occurrence $200,000	premises aggregate $200,000	**$0.00**
D. Vicarious Liability	no additional limits		**$0.00**
		TOTAL PREMIUM	**$5,437.00**

4 TYPE OF COVERAGE **OCCURRENCE**

5 Class **1D** Principal Practice **81266 PATHOLOGY**
Territory **IA** County **HIDALGO**

6 FORMS & ENDORSEMENTS **PIO0106, 98, 97, 96, 60, 42, 4, EPLI**

CREDITS INCLUDED ABOVE

Experience Discount **-$1,036.00**

This Declarations Page is part of and subject to all terms, conditions and exclusions of the above numbered policy and any endorsements issued by the Trust to the Named Insured.

Issue Date: **02/02/2013**

TP

Countersigned By: John D. Alexander

Authorized Representative of
Texas Medical Liability Trust

This Declarations Page, along with the coverage forms and endorsements attached, completes the above numbered policy.

TEXAS LIABILITY INSURANCE CARD

WILLIAM FARLEY
********** ********** ***
********** ********** ***
********** ********** ***
1511 PRESTON TRL
HARLINGEN TX 78552

FARMERS

Policy Number: 045144009
Effective Date: 10-19-2013
Expiration Date: 04-19-2014
NAIC Number: 24392

Year	Make	Model	VIN
2006	CHEVROLET TRUC	SLVRDO 1500 CR PU 4WD	2GCEK13T761215609
2004	LEXUS	LS 430 4D	JTHBN36F340151264
2002	MITSUBISHI	MONTERO 4D 4X4 LIMITED	JA4MW51R12J026639

FARMERS TEXAS COUNTY MUTUAL INSURANCE COMPANY **1-800-225-0011**

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Agent Name: KENT W. JONES
Phone No: (956) 440-8890

12-10 A1662441

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/25/2013

PRODUCER
Joe E. Jones
622 N. Ed Carey Drive
Harlingen, TX 78550

THIS CERTIFICATE IS ISSUED AS 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 | **NAIC #**

INSURED
Autopsy Services and Expert Testimony PLLC
200 S. 10th Ste. 1105
McAllen, TX 78501

INSURER A:	State Farm Lloyds 43419	25178
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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	**GENERAL LIABILITY**	90-NB-9353-5 N	01/19/2013	01/19/2014	EACH OCCURRENCE	$ 2,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 5,000
		x Contents				PERSONAL & ADV INJURY	$ 63,300
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY PRO-JECT LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$ 2,000
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS					
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY – EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

Add'l Insured:
COUNTY OF HIDALGO
2812 S BUSINESS HWY 281
EDINBURG TX 78539

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2812 S BUSINESS HWY 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, 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

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AIM

Association of State Medical Board Executive Directors

Texas Medical Board Search Results:

Licensee Name	NORMA JEAN FARLEY
License Status	ACTIVE
License Number	J9873
License Type	MD
Address	3100-B S. BUSINESS HWY 281
City State Zip	EDINBURG TX 78539
Birthdate	1961
Original License Date	22 Jun 1996
License Expiration Date	31 Aug 2015
Education	UNIV OF TEXAS MEDICAL SCHOOL, SAN ANTONIO
Specialty1	PATHOLOGY
Specialty2	FORENSIC PATHOLOGY
Board Actions: No information on file	

Above accurate as of: 01 Dec 2013

Direct requests for Disciplinary Documents to
TMB Customer Information Center
Texas Medical Board
Return to Texas Home Page
This Board's data has been searched 42584450 times since 12/11/1997

Please read the AIM Disclaimer

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APPROVED

AI-42702 **Purchasing Department** **18. F. 1.**
CC REGULAR
Meeting Date: 01/21/2014
Submitted For: Martha Salazar, CPPB, Purchasing Agent **Submitted By:** Vangie Garcia, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the amended contract (CC approved-12/20/13-AI#42343) with Dr. Norma Jean Farley, MD/forensic pathologist for the provision of autopsies & related services as developed by District Attorney's Office confirming compliance with such provisions thus allowing the routing for execution of document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 1100-421-00-080-003-0344
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:
Funds available as of 1/17/14.

Attachments

PREVIOUS AGENDA ITEM
AMENDED CONTRACT
INS
A

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/16/2014 04:49 PM
Budget & Management	Debbie Tamez	01/16/2014 04:54 PM
Glinda Pacheco	Glinda Pacheco	01/17/2014 01:39 PM
Auditor's Office	Monica Badillo	01/17/2014 05:54 PM

Form Started By: Vangie Garcia Started On: 01/15/2014 04:22 PM

Final Approval Date: 01/17/2014

SPECIAL MEETING - January 21, 2014

BE IT REMEMBERED, that on this 21st day of January 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:

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

D. **Pct. 3**

1. **AI-42565** Pursuant to contract with L&G Engineering, (article 14) to C-13-333-12-03, a request for approval by engineer to permit the subcontracting of R.O.W. Surveying Services, LLC in connection with "Shary Road (FM 494) Project."

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

E. **Health & Human Services Dept.**

1. **AI-42589** Presentation of bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Sealed Quotes (RFSQ) title Hidalgo County-Turnkey Burial Services Including Cemetery Plots for Unidentified Pauper Remains" RFSQ 2014-036-01-15-YZV.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

F. **District Attorney**

1. **AI-42702** Acceptance and approval of the amended contract (CC approved-12/20/13-AI#42343) with Dr. Norma Jean Farley, MD/forensic pathologist for the provision of autopsies & related services as developed by District Attorney's Office confirming compliance with such provisions thus allowing the routing for execution of document.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

G. **Co. Wide**

1. **AI-42567** A. Presentation and acceptance of the scoring grid in connection with the sole response received for the purposes of ranking in order to proceed to the next phase of proposal process for:"Credit Card Payment Services- Hidalgo County"-RFP No. 2013-196-12-27-MEG;

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

B. Acceptance and approval of the final negotiated services agreement with awarded vendor, Easy Access, Inc., for "Credit Card Payment Services- Hidalgo County". RFP No. 2013-196-MEG, including a "Best and Final Offer (BAFO) with EZ Access.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

19. **Open Forum**

Robert Jeffery had a concern on the Valley Metro bus not taking them to Precinct 3. He's concerned over the lack of concern by staff at Valley Metro. He would like to be able to be transported so that he may obtain an I.D. to be able to vote.

Frank Traver stated he understood that they can move the agenda around, but he feels that the traditional way of doing things is the way it should remain. He stated there is no purpose of moving Open Forum till the end of the agenda and that there are other solutions.

Opal Billman stated that the law does not permit the court to keep their community property and nothing has been done to divide that community property.

Fern McClaugherty had a concern over a change order and on the trash disposal services. She also stated that security is paid by the taxpayers; therefore, we should use it.

AI-52162 **Purchasing Department** **24. I. 1.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Heidi Ortiz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024 (a)(7); an item that can only be obtained from only one source;

B. Approval of a "Sole Source Declaration" for "Wireless CCTV, L.L.C." for the purchase of 4G Nano, supporting equipment, connections and warranties, including any present and future accessories, licenses, support service and maintenance to be used by Hidalgo County Sheriff's Office and other related Hidalgo County Law Enforcement Agencies (all funding sources) with said declaration to remain in effect while declaration is in place or until revoked by HCCC;

C. Approval for HCSO to purchase the 4G Nano, supporting equipment, connections/installations and warranties through assigned Asset Forfeiture Requisition #287581 in the amount of $28,220.00 including renewals of maintenance, support services and annual licenses while for the lifetime of the software.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1229-421-00-280-007-0-751

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

BUDGETARY IMPACT:

FISCAL YEAR: 2015 **ACCT. #:** 5-1228-421-00-280-006-0-430

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

BUDGETARY IMPACT:

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Budget: 5-1229-421-00-280-007-0-751
Object No: 751 - Machinery and Equipment
Current Balance: $98,181.64 - Expenditure Amt: $25,220.00 - New Balance: $72,961.64

Budget: 5-1228-421-00-280-06-0-430
Object No: 430 - Repair and Maintenance Services
Current Balance: $42,277.66 - Expenditure Amt: $3,000.00 - New Balance: $39,277.66

Attachments

Sole Source Declaration
Sole Source Affidavit
Requisition & Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/06/2015 03:35 PM
Budget & Management	Veronica Ortiz	11/06/2015 04:05 PM
Auditor's Office	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Heidi Ortiz		Started On: 11/06/2015 09:00 AM
Final Approval Date: 11/06/2015		

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioner's Court

FROM: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

DATE: November 5, 2015

RE: "Sole Source Declaration" – Wireless CCTV

Hidalgo County Sheriff's Office requires the purchase of cutting edge, state of the art software, equipment/accessories, and maintenance of such for the purpose of wireless surveillance capable of operating live feed and recorded video that can be accessed remotely from a control room, PC, laptop, iPad, PDA, iPhone or Android device.

Wireless CCTV, L.L.C. (WCCTV) is a market leading provider of rapidly deployable, portable CCTV and surveillance systems. The systems operate over wireless technologies including 4G, 3G and CDMA cell-phone technology as well as satellite, Wi-Fi and broadband networks. WCCTV is the only provider of a Verizon certified hybrid NVR/DVR solution with integrated one-box modem, DVR , telemetry and alarm functionality.

The 4G Nano is WCCTV's smallest surveillance device to date. It is specifically designed for integrated surveillance requirements where the solution needs to be re-deployable, mobile, covert, or body-worn, and the user requires remote access to live or recorded video images without geographical restriction. The unit uses a Compact Flash card for digital evidential quality recording and can be monitored either live or recorded video or audio footage from any remote location via 3G HSUPA mobile phone connectivity. It is completely portable and easy to install. The same images and videos can be viewed by up to six (6) people from six (6) different locations at the same time. WCCTV systems are the only fully integrated DVR and embedded modem solution that has been certified as such along with full environmental certification for hot/cold weather operation. It is a one camera system that can be utilized with any industry standard fixed, PTZ, analogue or IP cameras. The WCCTV NANO allows the user to integrate other sensors such as GPS, audio, alarms and telemetry which can then be transmitted and recorded via wireless networks. Each image is date and time stamped and digitally watermarked so it can be used evidentially.

Therefore, Hidalgo County Sheriff's Office requires the purchase of the Wireless CCTV 4G Nano, supporting equipment, connections **and** warranties to include if necessary; all other related Hidalgo County Law Enforcement Agencies (from all funding sources).

This Sole Source Declaration is to remain in effect unless otherwise revoked by Hidalgo County Commissioners Court.

WCCTV
WIRELESS CCTV

November 3rd, 2015

Hidalgo County Sheriff's office
701 El Cibolo Rd
Edinburg
TX
78541

Re: **SOLE SOURCE AFFIDAVIT**

Letter To Whom It May Concern: I can Confirm that WCCTV are the only provider of a Verizon certified Hybrid NVR/DVR solution that operates with following functionality

- Complete Unit VZW certified
- Integrated one-box modem, DVR, telemetry & alarm functionality
- Hot and cold Operation Certified
- IP 65 rated

WCCTV systems are the only fully integrated DVR & embedded modem solution that has been certified as such along with full environmental certification for hot/cold weather operation.

I have attached the data sheet and also environmental certificate

Sincerely

Adam Haworth

Vice President

Wireless CCTV LLC

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00287581
PO #
Date: 11/06/15

Bill To: x
x

Vendor : 440868
WIRELESS CCTV, LLC
3520 WEST MILLER ROAD, SUITE 100
GARLAND TX 75041
FAX (214)355-5267

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: T. CONTRERAS
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TO BE UTILIZE IN SHERIFF'S OFFICE MOBILE SKYTOWER DO NOT DUPLICATE ORDER		
1.00	EACH	COMPACT	4,220.00	4,220.00
2.00	EACH	MICRO	3,100.00	6,200.00
5.00	EACH	NANO	2,000.00	10,000.00
3.00	EACH	FLIR CAMERA UPGRADE	1,600.00	4,800.00
8.00	EACH	12 MONTHS WARRANTY (INC SERVICE VISITS)	.00	.00
8.00	EACH	VZW CONNECTION FEE	.00	.00
8.00	EACH	INSTALLATION	375.00	3,000.00
		Account No	Encumbrance	
		5-1228-421-00-280-006-0-430	3,000.00	
		5-1229-421-00-280-007-0-751	25,220.00	
			Freight	.00
			Total	28,220.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

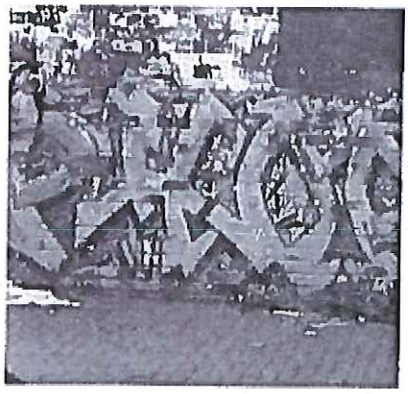
Authorized By: _____

WIRELESS CCTV

Proposal for:
Hidalgo County Sheriff's office

Private and Confidential







Prepared for:
Richard Ozuna

Date: Tuesday, 03 November 2015

Version 1.1

Prepared by:
Richard Harries

Wireless CCTV Ltd, 3520 West Miller Road
Suite 100
Garland
Texas
75041

Tel: + 1 877 805-9475

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1. Wireless CCTV – Experts in LTE Video Surveillance

Wireless CCTV LLC (WCCTV) is the market leader for wireless surveillance systems, and is the first to have a video surveillance product available in US which is Verizon certified.

Every WCCTV product is truly portable and easy to install. Images can be viewed from a CCTV control room, or on the move from a laptop, iPhone, iPad or Android device.

Why WCCTV?

Benefits of working with WCCTV include:

- Products specifically engineered for cell networks
- 14 years' experience in Mobile video surveillance
- Verizon LTE certified
- Plug and play out of the box
- Full network and hardware support
- One point of contact for support service
- Dedicated support functions: reducing customer costs

2. Solution and System Overview

We will supply you with the following equipment and services:

WCCTV Compact

The WCCTV 4G Compact is a discreet unit that can be utilised in any CCTV environment. The unit has an integrated hard disk for digital recording, giving users the option to view either live images or recorded footage from any remote location. The Wireless Compact has four camera inputs, with the option of using either industry standard cameras.

WCCTV Compact
4 channel hybrid DVR
500GB digital recording
High speed LTE connectivity
2 relay outputs
GPS locations
1 years warranty

:



WCCTV Micro

The WCCTV 4G Micro is an extremely covert device that can be utilised in any CCTV environment. The unit uses a robust Compact Flash card for digital recording, giving users the option to monitor either live or recorded video & audio footage from any remote location. This positions the 4G Micro as the ultimate mobile surveillance solution.

Standard Packages each comprising:

WCCTV Micro
2 channel hybrid DVR
64GB CF Card
High Speed LTE connectivity
2 x relay outputs
GPS location
1 years warranty



WCCTV Nano

The 4G Nano is Wireless CCTV's smallest surveillance device to date.

The unit uses a robust Compact Flash card for digital evidential quality recording. Users can monitor either live or recorded video or audio footage from any remote location via 3G HSUPA mobile phone connectivity. An automatic fall-back to HSDPA, UMTS and GPRS provides optimal flexibility.

The WCCTV 4G Nano allows 1 camera input.

Standard Packages each comprising:

WCCTV Nano - Standard
Single channel hybrid DVD
64GB CF Card
High speed LTE connectivity
Video and alarm cable
GPS location
1 years warranty



The following add-ons can be provided:

3. Price

We will supply you with the suggested solution comprising the equipment included in the number of Standard Packages, the Service Packages and the Ancillary Items specified in section 1 of this proposal in accordance with the terms set out in this proposal and the attached Conditions of Business.

The costs for the suggested solution will be:

	Item Cost	QTY	Line Cost
Compact	4,220.00	1	4,220.00
Micro	3,100.00	2	6,200.00
NANO	2,000.00	5	10,000.00
FLIR Camera upgrade	1,600.00	3	4,800.00
Installation	375.00	8	3,000.00
12 Months warranty (inc service visits)	INC	8	0
VZW Connection fee	WAIVED	8	0
TOTAL COST			$28,220.00

*excluding sales tax at the prevailing rate

4. Airtime Package

The suggested solution does not include an Airtime Package for the Equipment.

Airtime Support Services

Support Provided	WCCTV Data Plan	Client Own Plan
2 year warranty	Included	2nd year chargeable
Advanced replacement	Included	chargeable
Remote install	Included	Chargeable (waived)
Network management	Included	N/A
Remote bespoke tralning	Included	Chargeable (waived)
Remote diagnostics	Included	Included
Support guides: •Install •software	Included	Included
Training on demand	Included	Included
Email tech support	Included	Included
Telephone tech support	Included	Chargeable (waived)
Training videos	Included	Included
Support Package	Included	$350.00 (2 yr min)
Connection fee	Included	$150.00 (one-off) (waived)

5. Airtime Acceptance Form

To: Wireless CCTV LLC, 3520 West Miller Road, Suite 100, Garland, TX, 75041

From: [Company Name]

Company Number (if applicable):.....

The Customer:

- Agrees and accepts the terms of the Proposal from Wireless CCTV LLC version number 1.0 and dated [insert date] (the "Proposal").

The Customer agrees to purchase the following at the prices outlined in the Proposal:

Customer P.O. Number	
Solutions (inc. product code)	
Number of VZW connections	
Minimum Term of VZW Connections	
Data Package of Connections	
Overage Charges	
Commencement Date	
Renewal Date	

The Customer acknowledges that this Order Form is a legally binding contract on the terms set out in the Proposal upon our acceptance of the order.

Dated: November 3rd 2015

Signed for and on behalf of

The Customer by.....

Print name:.....

Position: .....

6. Training and Support

WCCTV provides the following training and support options as standard with all solutions:

- Access to online training and support portal
  - Modular training guides
  - Video guides
  - Training on demand documentation
- Telephone support
- Email support
- 24 response to all technical support queries
- Onsite support

Wireless CCTV Limited

Conditions of Business

BY ORDERING THE EQUIPMENT AND/OR USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT:

1. If you order any of the Equipment described above, you agree to purchase it at the prices set out above. If airtime is included with the Equipment, airtime in excess of the airtime set forth above shall be billed to you at standard rates in place at the time incurred, unless otherwise agreed to in a subsequent writing. If airtime is provided it shall be provided for a fixed term of 12, 24 or 36 months (the "Fixed Term"). Unless otherwise stated, if airtime is included, the pricing for airtime shall expire at the end of the Fixed Term of each piece of Equipment ordered. If airtime is included, the Fixed Term begins upon delivery of the Equipment and ends at the expiration of 12, 24, or 36 months after it begins, depending on which Fixed Term is agreed upon and ordered.

2. If airtime for the Equipment is purchased, the amount of monthly gigabytes specified above (the "Included Gigabytes") are included in the price of the Equipment during the Fixed Term, which, as stated above, begins on the date the Equipment is delivered. You will receive monthly invoices indicating your gigabyte usage during the prior period only if you exceed the amount of your Included Gigabytes. After the Included Gigabytes are used, gigabytes will be billed at WCCTV's standard rates at the time the airtime is incurred (except as provided in Paragraph 4 below).

3. If airtime for the Equipment is initially purchased, after expiration of the Fixed Term, upon written request you may elect a rate plan for airtime that is available at that time for a new Fixed Term, at which time you will be provided with a new proposal. After the expiration of the Fixed Term(s) of the Equipment, WCCTV's standard rates shall apply until you properly cancel your service as provided in the Terms and Conditions or until a new rate plan is agreed upon.

4. If airtime is purchased, the service and usage rates listed above shall only apply during the Fixed Term of the Equipment ordered. Such pricing cannot be guaranteed by WCCTV due to possible fluctuations in costs imposed on WCCTV by its service providers. However, if you have exceeded your Included Gigabytes and if WCCTV increases any overage usage rates that are specifically set out herein during the Fixed Term, you may cancel the service without incurring any additional Usage Charges (as defined in the Terms and Conditions) by providing written notice within 30 days following notice of any increase and otherwise complying with the Terms and Conditions.

5. All terms not defined herein shall have the same meaning as set forth in the terms and conditions

6. You are bound by and subject to WCCTV's terms and conditions. The pricing information is provided to you herein. You acknowledge that you have received and read this proposal (including the pricing terms) and the terms and conditions herein and that you are bound by them even if you have not read them or signed a written agreement.

7. You acknowledge that the price you pay for the Equipment is not refundable and if service/airtime is provided, you may cancel only in accordance with the Terms and Conditions. If airtime is provided, you may only terminate your obligations hereunder upon full compliance with the Terms and Conditions. If airtime is provided, you acknowledge that you will remain liable for any outstanding charges for equipment usage activity not yet billed at the time of termination.

8. Pricing set out in the Proposal shall be valid for 30 days from the date of the Proposal. After that time, please contact WCCTV for current Pricing Detail

7. Terms and Conditions

Wireless CCTV, LLC ("**WCCTV**") and you, as the person or entity placing an order ("**You**") with WCCTV, hereby agree to the following terms and conditions ("**Terms and Conditions**") with respect to the sale of certain equipment, including, but not limited to, wireless surveillance solutions and peripheral equipment (collectively, the "**Equipment**") and related airtime and other services (the "**Service**"). At WCCTV's option the Equipment may be offered without airtime. These Terms and Conditions are delivered in the proposal from WCCTV (the "**Proposal**") and are accepted by You upon placement of an order for Equipment, whether directly from WCCTV, from a third-party supplier/distributor/re-seller or any other source and constitute a binding and enforceable legal agreement between the parties. If there is a conflict between the terms of the Proposal and these Terms and Conditions, the Terms and Conditions shall control.

Authorization

1.1 If You are an entity and not an individual, then the person accepting these Terms and Conditions represents and warrants that he/she has been properly authorized and empowered to do so on behalf of such entity.

1.2 If You are an individual, You represent You are of legal age and have capacity to enter into these Terms and Conditions.

1.3 You authorize WCCTV and its assigns to verify Your creditworthiness with a credit reporting agency at any time and to share information about Your performance hereunder with third parties.

Order, Delivery and Equipment

2.1 WCCTV shall supply the Equipment at the price(s) specified herein, or otherwise in writing by WCCTV, upon placement of order.

2.2 WCCTV shall deliver the Equipment at its own risk to the address provided when the order is placed.

2.3 WCCTV shall use reasonable efforts to deliver the Equipment within a reasonable time but it shall not incur any liability in the event of any delay.

2.4 Placement of Your order constitutes acceptance of these Terms and Conditions and Your agreement to pay the prices set forth herein for the Equipment/Service ordered. If You issue an order for the Equipment, You acknowledge that constitutes Your firm offer to purchase the Equipment/Service ordered at the prices set forth in this Proposal (or as otherwise specified in writing by WCCTV). You may not modify these Terms and Conditions or any pricing in any purchase order. If Your order is placed via telephone, through a third-party supplier/distributor or any other method, acceptance and use of the Equipment constitutes Your acceptance of these Terms and Conditions.

2.5 You shall examine the Equipment upon receipt and notify WCCTV if the Equipment is not in good working order at the time of receipt or is not the Equipment ordered within three (3) business days of the delivery date.

Term; Cancellation of Service

3.1 If You purchase Equipment which includes airtime, You agree to a minimum fixed term of 12, 24 or 36 months (the "**Fixed Term**") as invoiced by WCCTV. The Fixed Term and any subsequent term are collectively referred to as the "**Term**". You are bound by these Terms and Conditions for the full Term. You may cancel the Service for any reason by providing WCCTV with 30 days' notice, which cancellation will take effect on or before the beginning of the next billing cycle after the expiration of the notice period. IF YOU CANCEL SERVICE OR BREACH THE TERMS AND CONDITIONS BEFORE THE END OF THE FIXED TERM, YOU ACKNOWLEDGE THAT THE RESULTING HARM TO WCCTV IS EXTREMELY DIFFICULT TO MEASURE AND AGREE THAT WCCTV MAY RETAIN ALL FUNDS PAID FOR THE EQUIPMENT AND SERVICE, AS A REASONABLE ESTIMATE OF ITS DAMAGES. WCCTV's cost of providing the Service and Equipment is not incurred evenly over the Term. If You purchase Equipment which includes airtime, the pricing of the Equipment is based on the assumption that You will remain a customer for the Fixed Term and any subsequent Fixed Term that is later agreed upon. You agree that if You cancel during a Fixed Term, retention of charges paid is reasonable. If You purchase Equipment which includes airtime, after the expiration of a Fixed Term: (a) Your obligations will continue on a month-to-month basis; and (b) 30 days' written notice of termination is still required.

3.2 If WCCTV increases rates specifically set out in the Proposal during a Fixed Term, You may cancel the Service if You do so in writing within 30 days of the date of notice of a rate increase.

3.3 If You are a reseller of the Equipment, WCCTV may terminate its relationship with You immediately upon breach of any of these Terms and Conditions (including but not limited to failure to pay) or upon thirty (30) days written notice

for any reason whatsoever. Your obligation to pay for Equipment and Services already purchased shall continue regardless of termination.

Charges

4.1 You will pay all the charges for all usage of the Equipment, including, but not limited to, charges for data used in connection with the Equipment after delivery and any other charges for Service ("**Usage Charges**") as provided in Section 4.3 below. Certain usage charges may be included in the price of the Equipment, if stated in this Proposal and certain Usage Charges are not included in the price of the Equipment. Rates specified shall apply only during the Fixed Term, unless notified in writing by WCCTV of an increase. WCCTV may increase the usage rates at any time, as and when it deems appropriate, subject to Your rights to cancel as provided in Section 3.2.

4.2 You will pay for all additional gigabytes in full gigabyte increments, with partial gigabytes rounded to the next full gigabyte.

4.3 You are responsible for Equipment charges (reflected in the Proposal, or otherwise provided by WCCTV in writing), Usage Charges, all applicable taxes, cancellation fees, late payment fees, shipping charges and other charges and fees (collectively, the "**Charges**") through the last day of the billing cycle following receipt of the required 30 days' notice of termination set out in Section 3.1 above, whether or not You personally use the Equipment or gigabytes for which the Charges are imposed.

4.4 You shall pay all Charges invoiced by WCCTV within fifteen (15) calendar days from receipt (the "**Due Date**") of an invoice from WCCTV at the address identified on the invoice. Invoices that remain unpaid after the Due Date of the invoice are delinquent, and Service is subject to immediate suspension or termination. A late payment fee of $5.00 or 1.5%, whichever is greater, may be charged on all delinquent accounts. In no event will any late payment fee exceed the highest lawful rate.

4.5 WCCTV may, at its option, issue invoices prior to the end of a billing period if Charges exceed $500.00.

4.6 If You ask WCCTV for support, service, repair or training we will be entitled to charge You for such support, service or training in accordance with our current price list.

4.7 YOU MUST NOTIFY WCCTV IN WRITING OF ANY DISPUTES REGARDING CHARGES WITHIN 15 CALENDAR DAYS OF RECEIPT OF THE FIRST INVOICE CONTAINING THE DISPUTED CHARGE OR THE RIGHT TO DISPUTE THE CHARGE WILL BE WAIVED.

4.8 You shall pay invoices issued to You on a delayed basis, after cancellation or termination of Service, for any and all Usage Charges incurred prior to cancellation or termination, whether or not WCCTV is aware of such charges at the time of cancellation or termination.

4.9 If You claim any exemption from any applicable taxes, You will only be entitled to such exemption after WCCTV receives acceptable documentation of entitlement to such exemption from You.

Forms of Payment; Credit Card Charges and Authorization

5.1 You may use the following forms of payment unless otherwise informed in writing by WCCTV: wire transfer, business check, money order, cashiers or certified check or credit card. If a credit card is used, the credit card may be charged the amount invoiced by WCCTV automatically upon generation of an invoice. You authorize WCCTV to charge the credit card for all charges incurred hereunder. Additionally, WCCTV may charge the credit card for Charges incurred prior to an invoice date if Charges exceed $500.00 or any established credit limit, whichever is greater, during a billing period.

5.2 If a credit card is used, upon placement of the order and prior to incurring any Usage Charges, You authorize WCCTV to immediately submit a charge on the credit card in an amount to be determined by WCCTV (the "**Authorization Amount**"). Determination of the Authorization Amount is in WCCTV's sole discretion, but is anticipated to be $1,500.00. The Authorization Amount is considered temporary and is used to confirm validity of and availability of credit on the credit card in the estimated amount of future Charges.

5.3 If providing WCCTV with a credit card for payment, You represent that You are authorized to make charges on such account.

5.4 DEBIT CARDS ARE NOT AN ACCEPTABLE FORM OF PAYMENT. WCCTV disclaims any and all liability for any damages incurred by You as a result of using a debit card, including, but not limited to, NSF charges.

Equipment Use, Loss and Damage

6.1 Upon delivery to You, WCCTV will provide an instructional DVD on the use of the Equipment (the "DVD").

6.2 You will use the Equipment in accordance with the DVD and any manufacturer's instructions and/or specifications (collectively, "the **Manufacturer's Instructions**") and in no other manner. The Manufacturer's Instructions are incorporated in these Terms and Conditions by reference. The Equipment shall be used only with the modem included with Equipment when delivered. You shall not remove or replace any modem contained in the Equipment, unless specifically authorized to do so in writing by WCCTV.

6.3 Unless otherwise agreed, ownership of the Equipment will transfer to You upon WCCTV's receipt of payment of the price of the Equipment. Until ownership of the Equipment transfers to You, You agree that You will not:

6.3.1 Effect any repairs or modifications to the Equipment
6.3.2 Remove or interfere with any certification markers affixed to the Equipment;
6.3.3 Deface or add to the Equipment;
6.3.4 Allow the use of the Equipment by any third party; or
6.3.5 Attempt to dispose of the Equipment or to grant any interest in the Equipment to any third party.
6.3.6 Sell the Equipment to a third party or let a third party use the Equipment.

6.4 You grant WCCTV, our agents and employees, an irrevocable licence at any time to enter into or onto any premises or land where the Equipment is or may be stored in order to inspect it, or, where Your right to possession has terminated, to recover it.
6.5 We shall be entitled to charge You the costs we incur in recovering the Equipment in accordance with this clause

6.6 In the event the Equipment is lost or stolen, You must notify WCCTV immediately and provide WCCTV with the internet protocol address ("IP Address") of the Equipment lost or stolen. You are responsible for all Charges incurred on the Equipment up to the time that the provider/carrier contracted by WCCTV to provide the Service disables the Equipment. If You do not or cannot provide the IP Address of the lost or stolen Equipment, Service cannot be cancelled and You will continue to be responsible for all charges incurred on such Equipment.

6.7 If You purchased the Equipment and Services from anyone other than WCCTV, that company is obligated to provide You customer service and WCCTV is not.

Software

7.1 If the Equipment incorporates software owned by WCCTV we grant You a non-exclusive, non-transferable license to use that software as part of the Equipment and You must:

7.1.1 not copy, distribute, transmit, transcribe, translate, adapt, vary, modify, disassemble, decompile or reverse engineer our software or our software manuals without our express written permission; and

7.1.2 obey any additional license terms, if any, provided by us to You in relation to that software (including as part of the operating manuals relating to the Equipment).

7.2 If the Equipment incorporates third-party software licensed to us You must:

7.2.1 (subject to clause 8.2(b)) not copy, distribute, transmit, transcribe, translate, adapt, vary, modify, disassemble, decompile or reverse engineer that software or the software manuals; and

7.2.2 obey that third party's license terms as shown in the third party software and third party software manuals.

7.3 You agree to indemnify WCCTV and hold WCCTV harmless against any liabilities WCCTV incurs whatsoever as a consequence of a breach by You of this section.

Limited Warranty as to Equipment, Disclaimer of Warranty, Limitation of Liability; Indemnity

8.1 WCCTV warrants to the original purchaser of the Equipment that the Equipment will be in working order when it is delivered and that it will not have a mechanical failure for a period of 12 months thereafter (the "**12 Month Limited Warranty Period**"). During this 12 Month Limited Warranty Period, for claims covered under this limited warranty WCCTV shall repair or replace the Equipment (at its option) so long as the Equipment is returned, and received by WCCTV no later than 15 days of the expiration of the 12 Month Limited Warranty Period. You must ship the Equipment on which You make a claim under this warranty to WCCTV at Your own expense. You must include proof of purchase and proof of date of purchase.

8.2 If WCCTV finds that Equipment reported as having a mechanical failure is in working order or has failed as a result of any of the following: misuse, abuse, neglect, physical damage, use not in accordance with Manufacturer's Instructions or as a result of violation of these Terms and Conditions, then the limited warranty does not apply, is void

and You will pay any shipping charges relating to the delivery and/or return of the Equipment, in addition to any other Charges due hereunder.

8.3 The limited warranty provided herein is contingent on Charges being current and there being no breach of these Terms and Conditions.

8.4 WCCTV is not liable for the performance of the Equipment (except as otherwise specifically provided in this Section) or the operation of the network to which it is connected. You acknowledge that Service may be temporarily interrupted, delayed or otherwise limited due to a variety of causes, including without limitation transmission limitations and by atmospheric and other conditions, system capacity limitations and system and equipment failure.

8.5 THE LIMITED WARRANTY ON EQUIPMENT PROVIDED HEREIN IS LIMITED TO THE TERMS OF THIS SECTION AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXCEPT AS PROVIDED IN THIS SECTION, WCCTV DISCLAIMS ALL WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING WITHOUT LIMITATION THE WARRANTIES AND CONDITIONS OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE IN TRADE, NONINFRINGEMENT AND THAT THE EQUIPMENT AND SERVICE WILL BE ERROR FREE. IF APPLICABLE STATE LAW DOES NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, THE RELEVANT PORTIONS OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

8.6 WCCTV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICE.

8.7 The limited warranty contained herein gives You specific legal rights. You may also have other rights which vary from state to state.

8.8 You shall be solely responsible for and shall indemnify and hold harmless WCCTV against any and all claims, demands and liability, including reasonable attorneys' fees and expenses, arising as a result of Your ownership, possession, use, or misuse of the Equipment or the Service provided hereunder.

8.9 WCCTV WILL IN NO EVENT BE RESPONSIBLE, NOR SHALL YOU MAKE ANY CLAIM AGAINST WCCTV, FOR ANY LIABILITY, CLAIM, LOSS, INJURY, DAMAGE OR EXPENSE OF ANY KIND (INCLUDING LOST PROFITS) WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL CAUSED BY THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE CORRECTLY, OR AT ALL, OR DELAY, FAULTINESS (SUCH AS DEGRADATION OF SERVICE), FAILURE OF THE SERVICE OR DEACTIVATION OF SERVICE PURSUANT TO THESE TERMS & CONDITIONS.

Termination

9.1 The use of the Equipment and all Service may be terminated or deactivated without notice by WCCTV upon any of the following events: (a) WCCTV has any reason to believe the Equipment was obtained by any misrepresentation or fraudulent means; (b) WCCTV has any reason to believe any modem on the Equipment has been tampered with; (c) WCCTV has any reason to believe the Equipment is or may be used for any illegal or improper purpose, or in violation of applicable laws; (d) a breach of any of these Terms and Conditions including the payment terms; or (e) detection of unusually high usage, or possible theft or fraud. WCCTV may also terminate these Terms and Conditions without any liability whatsoever in the event that Service is not available to WCCTV or becomes unavailable for any reason. No remedy of WCCTV shall be exclusive of any other remedy whether provided herein or available at law or in equity, but shall be cumulative with other remedies.

Intellectual Property

10.1 If, and only if, You are a reseller or distributor of the Equipment, WCCTV hereby grants You a royalty free, revocable, non-transferable limited license to use the trademarks associated with the Equipment (the "WCCTV Trademarks") for the limited purposes of marketing and sale of the Equipment and only to exercise Your rights and perform Your obligations under this Agreement in the territory specified by WCCTV. Such license shall be automatically revoked upon termination of the relationship between You and WCCTV.

10.2 You shall ensure that each reference to and use of any of the WCCTV Trademarks is in a manner approved in advance, in writing by WCCTV.

10.3 You shall not:

10.3.1 make any modifications to the Equipment or its packaging;

10.3.2 alter, remove or tamper with any WCCTV Trademarks, numbers, or other means of identification used on or in relation to the Equipment;

10.3.3 use any of the WCCTV Trademarks in any way which might prejudice their distinctiveness or validity or the goodwill of WCCTV therein;

10.3.4 use in relation to the Equipment any trademarks other than WCCTV's Trademarks without obtaining the prior written consent of WCCTV; or

10.3.5 use any trademarks or trade names so resembling any trademark or trade names of WCCTV as to be likely to cause confusion or deception.

10.4 Except as provided in this section, You shall have no rights in any trade names or trademarks used by WCCTV in relation to the Equipment or of the goodwill associated therewith, and You hereby acknowledge that, except as expressly provided in this Agreement, You shall not acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested in WCCTV.

10.5 You shall take all such steps as WCCTV may reasonably require to assist the Manufacturer in maintaining the validity and enforceability of any WCCTV intellectual property during the term of this Agreement.

10.6 You shall return all relevant documentation and any copies of such documentation to WCCTV at Your risk (carriage paid) promptly on termination of your relationship with WCCTV or upon WCCTV's request.

10.7 You shall at the request and cost of WCCTV execute such registered user agreements or licenses in respect of the use of the WCCTV Trademarks as WCCTV may reasonably require, provided that the provisions thereof shall not be more onerous or restrictive than the provisions of this Agreement.

10.8 You shall not do or authorize any third party to do any act which would or might invalidate or be inconsistent with any intellectual property of WCCTV and shall not omit or authorize any third party to omit to do any act which, by its omission, would have that effect or character.

10.9 You shall promptly and fully notify WCCTV of any actual, threatened or suspected infringement of any intellectual property of WCCTV, and of any claim by any third party that the Equipment, or its sale, infringes any rights of any other person, and You shall at the request and expense of WCCTV do all such things as may be reasonably required to assist WCCTV in taking or resisting any proceedings in relation to any such infringement or claim.

Notice

11.1 You shall send all notices required hereunder in writing via certified mail, return receipt requested to: Wireless CCTV, LLC, 3520 W. Miller Road, #100, Garland, Texas 75041.

11.2 Any notice to You is sufficient if sent via first class mail to the address provided by You upon ordering the Equipment or an email address provided by You.

Applicable Law

12.1 These Terms and Conditions shall be deemed entered into in Dallas County, Texas and shall be governed by the laws of the State of Texas, United States of America. In addition, these Terms and Conditions are subject to applicable foreign, federal and state laws and tariffs.

General

13.1 These Terms and Conditions can only be modified in writing. Specifically, they cannot be modified by any WCCTV representative in person, over the phone or by email. However, they may be modified in writing from time to time by WCCTV. Any such modifications are binding upon You upon either posting new terms or conditions on WCCTV's website or upon transmittal of the new terms and conditions to You via email or any other method to the billing address supplied by You when placing the order.

13.2 The headings in these Terms and Conditions are for convenience of reference only and shall not affect the meaning or construction of the provisions contained herein.

13.3 No waiver by WCCTV of any breach of these Terms and Conditions shall be considered as a waiver of any subsequent breach of the same or any other provision hereof.

13.4 You shall be liable to WCCTV for all expenses, including reasonable attorneys' fees, collection fees and court costs incurred in connection with any collection, repossession or other action brought to enforce WCCTV's rights hereunder.

13.5 Your rights and obligations under these Terms and Conditions cannot be assigned or transferred by You, nor can they be modified or waived except by written instrument signed by WCCTV or its authorized agent. These Terms and Conditions constitute the entire agreement between WCCTV and You; there are no other representations, conditions, warranties, guarantees, or collateral agreements, express or implied, statutory or otherwise, concerning the use of the Equipment or the Service, other than as set forth herein.

13.6 WCCTV is not liable for any lack of privacy which may be experienced with regard to the Equipment or Service. You authorize WCCTV's monitoring and recording of information concerning Your usage and the Service and consents to WCCTV's use of telephone, facsimile and email to contact You.

13.7 If the performance of any part of these Terms and Conditions by WCCTV is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labour disputes, act of God, terrorist attack, or any other causes beyond the control of WCCTV, WCCTV shall be excused from performance to the extent that it is prevented, hindered or delayed by such causes.

13.8 WCCTV may assign all or part of its rights or duties under the Terms & Conditions without the notice to You, except to the extent required by law. Such an assignment releases WCCTV from all liability. You may not assign the Terms and Conditions without WCCTV's prior written consent. Subject to these restrictions, the Terms and Conditions will bind the heirs, successors, and assigns of the respective parties who will receive its benefits.

13.9 If any provision herein is determined to be invalid or unenforceable, the remaining provisions shall not be affected and shall continue to bind the parties as though the invalid or unenforceable provision (or portion thereof) were not contained herein.

AI-51937 **Purchasing Department** **24. J. 1.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting approval of the Memorandum of Understanding between South Texas Health System- McAllen Medical Center and Hidalgo County WIC Program for the purpose of the hospital to provide WIC Breastfeeding Peer Counselors to WIC eligible mothers.

b. Requesting approval of the Memorandum of Understanding between Women's Hospital at Renaissance and Hidalgo County WIC Program for the purpose of the hospital to provide WIC Breastfeeding Peer Counselors to WIC eligible mothers.

c. Requesting approval of a Business Associate Agreement between Doctor's Hospital Renaissance and Hidalgo County WIC Program.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:**

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

BUDGETARY IMPACT:

NO Budgetary Impact

Attachments

MOU
MOU
Business Assoc Agreement-Renaissance
Legal Approval

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	11/06/2015 05:04 PM

Form Started By: Rocio Villarreal Started On: 10/22/2015 12:07 PM

Final Approval Date: 11/06/2015

Memorandum of Understanding with Hospitals

Goal

The purpose of this Memorandum of Understanding (MOU) is to begin a partnership between the **Hidalgo County WIC Program** and the **McAllen Medical Center** in McAllen, Texas. The goal is to improve breastfeeding initiation and duration rates among WIC participants and WIC eligible mothers who deliver their infants at the Hospital through providing WIC Breastfeeding Peer Counselors (PC).

Terms of Agreement

WIC Agency agrees to provide the following personnel and services for WIC participants and WIC eligible clients at the Hospital.

1. A Breastfeeding Peer Counselor (PC) who has been trained through the WIC Breastfeeding Peer Counseling Program will provide basic breastfeeding education, support, and referrals for WIC participants and WIC eligible mothers during rounds at the Hospital.
2. The PC will be screened by the Hospital volunteer office to ensure that she meets all the requirements necessary to provide patient care in the Hospital, and will comply with all the guidelines provided by the volunteer office.
3. An International Board Certified Lactation Consultant (IBCLC) or breastfeeding expert from the Hospital will provide additional training on working in the Hospital, and will mentor the PC until she is competent to conduct rounds independently.
4. The WIC Breastfeeding Coordinator will provide technical assistance and will mediate any concerns that may arise.
5. Scope of work for the WIC PC in the hospital includes providing encouragement and support, and basic education on:
    - Reason to breastfeed.
    - Overcoming barriers to breastfeeding.
    - Colostrum quantity and benefits.
    - Normal course of breastfeeding.
    - Positioning and latch.
    - Skin-to-skin and its benefits.
    - Maintaining adequate milk production.
    - Normal infant output.
    - Preventing common problems.
    - Anticipatory guidance to prepare for post-discharge needs.
    - Resources for breastfeeding support.

6. Duties of the WIC PC are to:
    - Check in with the hospital nurse or lactation consultant.
    - Make rounds to all WIC and WIC-eligible mothers to assess their interest in breastfeeding and to provide basic assistance.
    - Observe a feeding within accordance with hospital policy to check positioning and latch.
    - Report any breastfeeding concerns that are beyond the PC scope of practice to the patient's assigned nurse or lactation consultant, and the WIC designated breastfeeding expert.
    - Keep accurate records of all contacts and submit them in a timely manner to the WIC Breastfeeding Coordinator and to the hospital nurse following proper procedures.
    - Give breastfeeding literature provided by the WIC Program.
    - Refer to the WIC office for follow-up with the WIC designated breastfeeding expert to arrange for an electric breast pump, if necessary.
    - Arrange for follow-up contacts after discharge if agreeable to the mother.
    - Assist patients with accessing WIC services.

7. Role of the Hospital:
    - Designate a contact person to whom the WIC PC will report.
    - Facilitate rounds in conjunction the WIC Agency.
    - Provide the WIC PC with referrals of breastfeeding mothers under their care who demonstrate a need for additional breastfeeding support.
    - Provide the WIC PC with space to store breastfeeding education materials.
    - Work with the WIC Breastfeeding Coordinator to report any concerns, and to regularly communicate progress of the services being provided.
    - May require a Hospital orientation for the WIC PC through the volunteer program.

Acknowledge of Agreement

The term of this MOU is from January 1, 2015 to December 31, 2016, unless sooner terminated pursuant to the terms of this agreement. This MOU is of no force or effect until signed by both the Hospital and WIC Agency.

Name of Hospital
Hospital Address

McAllen Medical Center

301 W. Expressway 83 McAllen, TX 78503

956-632-4000

Signature [signature]

Print name Douglas Matney

Title Regional V.P.

Date 6/1/15

Name of WIC Agency
WIC Agency Address

Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, Texas 78539
(956) 381-4632 - 1(800) 889-5595

Signature _____

Print name _____

Title _____

Date _____

Memorandum of Understanding with Hospitals

Goal

The purpose of this Memorandum of Understanding (MOU) is to begin a partnership between the **Hidalgo County WIC Program** and the **Women's Hospital at Renaissance** Hospital in Edinburg, Texas. The goall is to improve breastfeeding initiation and duration rates among WIC participants and WIC eligible mothers who deliver their infants at the Hospital through providing WIC Breastfeeding Peer Counselors (PC).

Terms of Agreement

WIC Agency agrees to provide the following personnel and services for WIC participants and WIC eligible clients at the Hospital.

1. A Breastfeeding Peer Counselor (PC) who has been trained through the WIC Breastfeeding Peer Counseling Program will provide basic breastfeeding education, support, and referrals for WIC participants and WIC eligible mothers during rounds at the Hospital.
2. The PC will be screened by the Hospital volunteer office to ensure that she meets all the requirements necessary to provide patient care in the Hospital, and will comply with all the guidelines provided by the volunteer office.
3. An International Board Certified Lactation Consultant (IBCLC) or breastfeeding expert from the Hospital will provide additional training on working in the Hospital, and will mentor the PC until she is competent to conduct rounds independently.
4. The WIC Breastfeeding Coordinator will provide technical assistance and will mediate any concerns that may arise.
5. Scope of work for the WIC PC in the hospital includes providing encouragement and support, and basic education on:
    - *Reason to breastfeed.*
    - Overcoming barriers to breastfeeding.
    - Colostrum quantity and benefits.
    - Normal course of breastfeeding.
    - Positioning and latch.
    - Skin-to-skin and its benefits.
    - Maintaining adequate milk production.
    - Normal infant output.
    - Preventing common problems.
    - Anticipatory guidance to prepare for post-discharge needs.
    - Resources for breastfeeding support.

6. Duties of the WIC PC are to:
    - Check in with the hospital nurse or lactation consultant.
    - Make rounds to all WIC and WIC-eligible mothers to assess their interest in breastfeeding and to provide basic assistance.
    - Observe a feeding within accordance with Hospital policy to check positioning and latch.
    - Report any breastfeeding concerns that are beyond the PC scope of practice to the patient's assigned nurse or lactation consultant, and the WIC designated breastfeeding expert.
    - Keep accurate records of all contacts and submit them in a timely manner to the WIC Breastfeeding Coordinator and to the hospital nurse following proper procedures.
    - Give breastfeeding literature provided by the WIC Program.
    - Refer to the WIC office for follow-up with the WIC designated breastfeeding expert to arrange for an electric breast pump, if necessary.

- Arrange for follow-up contacts after discharge if agreeable to the mother.
- Assist patients with accessing WIC services.

7. Role of the Hospital:
   - Designate a contact person to whom the WIC PC will report.
   - Facilitate rounds in conjunction the WIC Agency.
   - Provide the WIC PC with referrals of breastfeeding mothers under their care who demonstrate a need for additional breastfeeding support.
   - Provide the WIC PC with space to store breastfeeding education materials.
   - Work with the WIC Breastfeeding Coordinator to report any concerns, and to regularly communicate progress of the services being provided.
   - May require a Hospital orientation for the WIC PC through the volunteer program.

Acknowledge of Agreement

The term of this MOU is from January 1, 2016 to December 31, 2016, unless sooner terminated pursuant to the terms of this agreement. This MOU is of no force or effect until signed by both the Hospital and WIC Agency.

Name of Hospital
Hospital Address

The Women's Hospital at Renaissance
3402 S McColl Road
Edinburg, Texas 78539
(956) 362-3329 | 362-BABY

Signature

Print name
SUSAN TURLEY

Title
PRESIDENT

Date
1-19-15

Name of WIC Agency
WIC Agency Address

Hidalgo County WIC Program
3109 W University Dr
Edinburg, Texas 78539
(956) 381-4632 - 1(800) 669-4656

Signature

Print name

Title

Date

Co-signatures:

Reviewed by Legal Dept.:

BUSINESS ASSOCIATE AGREEMENT

This Agreement is effective the 1st day of January, 2015, by and between **DOCTORS HOSPITAL AT RENAISSANCE** (hereinafter "DHR") and **HIDALGO COUNTY WIC PROGRAM**(hereinafter "Business Associate"). DHR and Business Associate may be individually referred to as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, DHR and Business Associate are contemplating a contract to provide encouragement and support and basic education to new mothers on breastfeeding(collectively "Services"), and in the continued performance of these Services may create, receive, use, disclose, or have access to protected health information; and

WHEREAS, DHR acknowledges that it is a "Covered Entity" and Business Associate acknowledges and agrees that it may be a "Business Associate" as those terms are defined under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and its implementing regulations, specifically 45 C.F.R. § 160.103; and

WHEREAS, DHR and Business Associate mutually desire to outline their individual responsibilities with respect to the use and/or disclosure, safeguarding, and transmission of Protected Health Information ("PHI") and electronic Protected Health Information (ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164; and

WHEREAS, DHR and Business Associate understand and agree that the Rules require that a "Covered Entity" and "Business Associate" enter into this Agreement, as required by 45 C.F.R. § 164.314(a) and 45 C.F.R. § 164.504(e), respectively, and that this Agreement is intended to satisfy these obligations and will govern the terms and conditions under which such PHI and/or ePHI may be used and/or disclosed and safeguarded by Business Associate.

NOW, THEREFORE, in consideration of the Parties' continuing obligations under the Contract, in compliance with the Rules, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the obligations imposed by the Rules, and to protect the interests of the Parties.

I.
DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. Parts 160-164 and HITECH, HIPAA Rules: Breach,, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use (defined below), as applicable:

a. **Business Associate** is a person or entity, other than a member of the workforce of a covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to protected health information. A Business Associate is also a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate.

b. **Breach** shall have the same meaning as the term "breach" in Section 13400 of the HITECH Act and shall include the unauthorized acquisition, access, use or disclosure of PHI that compromises the security or privacy of such information. In this context, "compromises the

security or privacy" means there is a significant risk of financial, reputational, or other harm to the individual".

c. **Compliance Date** shall mean, in each case, the date by which compliance is required under the referenced provision of HITECH.

d. **Covered Entity** shall generally have the same meaning as 45 C.F.R. §160.103.

e. **Designated Record Set** shall have the same meaning given such term in 45 C.F.R. § 164.501.

f. **Electronic Protected Health Information (ePHI)** shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103 and HITECH and includes Protected Health Information transmitted by, or maintained in, electronic media.

g. **HIPAA Rules** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

h. **HITECH** shall mean the Health Information Technology for Economic and Clinical Health Act, which is Title XIII Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. Law No. 111-5 and its implementing regulations.

i. **Individual** shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

j. **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E.

k. **Protected Health Information (PHI)** shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created or received by Business Associate from or on behalf of DHR.

l. **Secretary** shall mean the Secretary of the Department of Health and Human Services or his/her designee.

m. **Security Rule** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, subpart C.

n. **Unsecured Protected Health Information (unsecured PHI)** shall mean PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in Section 13402(h) of the HITECH Act. This shall include PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of either the encryption method or the destruction method, as defined in Department of Health and Human Services ("HHS") guidance published on April 27, 2009 (74 FR 19006) and modified by guidance published on August 24, 2009 (74 FR 42740).

II.
OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate agrees to use or disclose PHI only as permitted or required by this Agreement or as required by law and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e).

b. Business Associate agrees to (i) implement and use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement or the Contract including but not limited to administrative, physical, and technical safeguards; (ii) document and keep such safeguards current; (iii) reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, maintains, or transmits on behalf of DHR; and (iv) as of the Compliance Date of 42 U.S.C. § 17931, comply with the Security Rule requirements *set forth in Subpart C of 45 C.F.R. §§ 164.308,* 164.310,164.312, and 164.316. Business Associate acknowledges that the additional requirements of HITECH that relate to security and privacy that apply to DHR also will apply to Business Associate and are incorporated into this Agreement by reference.

c. Business Associate agrees to use reasonable efforts to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement or the Contract.

d. Business Associate agrees to immediately report to DHR (i) any use or disclosure of PHI not provided for by this Agreement or the Contract of which it becomes aware; (ii) any Security Incident or Breach affecting Unsecured PHI of DHR of which it becomes aware as required at 45 C.F.R. §164.410; and (iii) without unreasonable delay and in no case later than sixty (60) calendar days after discovery of any Breach of any Unsecured PHI in accordance with the Security breach notification requirements set forth in 42 U.S.C. § 17932 as of its Compliance Date. Business Associate shall coordinate efforts with DHR to notify affected Individuals about any non-permitted or violating use or disclosure of PHI and, to the extent possible or available, Business Associate shall provide DHR with the following information:

i. The identification of the individual(s) whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during the Breach;
ii. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach;
iii. A description of the types of Unsecured PHI that were involved in the Breach (such as whether the full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
iv. Any steps individuals who were subjects of the Breach should take to protect themselves from potential harm that may result from the Breach;
v. A brief description of what the Business Associate is doing to investigate the Breach, to mitigate the harm to individuals, and to protect against further Breaches; and
vi. Contact procedures for individuals to ask questions or learn additional information; including a toll free telephone number, an email address, Web site, or postal address.

Business Associate may utilize attached form Exhibit A, to satisfy the notification requirement provided above.

e. Business Associate agrees (i) to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of DHR agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to that information, and (ii) to the extent that Business Associate provides ePHI to an agent, including a subcontractor, ensure that the agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect that information in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308 (b)(2), if applicable.

f. To the extent that Business Associate maintains a Designated Record Set on behalf of DHR, Business Associate agrees to provide access, at the request of DHR, and in the time and manner mutually agreed, to PHI in that Designated Record Set, to DHR or, as directed by DHR, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

g. To the extent that Business Associate maintains a Designated Record Set on behalf of DHR, Business Associate agrees to make any amendment(s) to PHI in that Designated Record Set that DHR directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of DHR or an Individual, and within thirty (30) days of receiving written request from DHR.

h. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, DHR available to the Secretary, in a time and manner mutually agreed or designated by the Secretary, for purposes of the Secretary determining DHR's compliance with the HIPAA Rules.

i. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for DHR to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and, as of its Compliance Date, in accordance with the requirements for accounting for disclosures made through an Electronic Health Record in 42 U.S.C. § 17935(c). Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to any request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that Business Associate maintains an Electronic Health Record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI and, if known, the address of the entity or person, (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose for the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

j. Business Associate agrees to provide to DHR or, when directed in writing by DHR, directly to an Individual, within fifteen (15) days of receiving written request from DHR, information collected in accordance with Section II.i of this Agreement, to permit DHR to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and, as of its Compliance Date, in accordance with the requirements for accounting for disclosures made through an Electronic Health Record in 42 U.S.C. § 17935(c).

k. Business Associate shall not disclose PHI to a health plan, for payment or health care operation purposes, IF the patient has requested this restriction and has paid out of pocket in full for the health care item or service to which the PHI solely relates in accordance with 42 U.S.C.§ 17935 as of its Compliance Date.

l. In the event that Business Associate, in connection with the Services provided pursuant to the Contract, uses or maintains an Electronic Health Record of information of or about an Individual, then the Business Associate shall provide an electronic copy (at the request of DHR, and in the time and manner designated by DHR) of the PHI, to DHR or, as directed by DHR, to an Individual or a third party designated by the Individual, all in accordance with 42 U.S.C. § 17935(e) as of its Compliance Date.

m. Business Associate shall request, use and/or disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure; provided that Business Associate comply with 42 U.S.C. § 17935(b) as of its Compliance Date.

n. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI in compliance with 42 U.S.C. § 17935(d) as of its Compliance Date, except with the prior written consent of DHR and as permitted by HITECH; however, this prohibition shall not affect payment to Business Associate for Services provided pursuant to the Contract.

o. Business Associate shall not make or cause to be made any (marketing) communication about a product or service that encourages recipients of the communication to purchase or use the product or service as prohibited by 42 U.S.C. § 17936(a) as of its Compliance Date.

p. Business Associate shall not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. § 17936(b) as of its Compliance Date.

III.
PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. General Use and Disclosure Provision

Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, DHR as specified in the Contract, provided that, except as set forth in Section III.b, such use or disclosure would not violate the Rules if done by DHR.

b. Specific Use and Disclosure Provisions

i. Except as otherwise limited in this Agreement, Business Associate may use or disclosure PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate

i. "legal responsibilities" of Business Associate shall mean responsibilities imposed by law or regulation but (unless otherwise expressly permitted by DHR) shall not mean obligations Business Associate may have assumed pursuant to contracts, agreement, or understandings with entities other than DHR.

ii. Except as otherwise limited in this Agreement, IBusiness Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are made in connection with Services, and the law requires such disclosure, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

iii. On behalf of DHR, Business Associate may de-identify any and all PHI obtained by Business Associate under this Agreement, and use such de-identified data on Business Associate's own behalf for any lawful purpose, all in accordance with the de-identification requirements of the Privacy Rule.

iv. Except as otherwise limited to this Agreement, Business Associate may use PHI to provide Data Aggregation services to DHR as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

i. "Data aggregation" shall mean the combining of PHI by Business Associate with the PHI received by Business Associate with the PHI received by Business Associate in its capacity as a Business Associate of another Covered Entity, to permit data analyses that relate to the health care operations of DHR or another Covered Entity.

v. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

IV.
OBLIGATIONS OF DHR

Provisions for DHR to inform Business Associate of Privacy Practices and Restrictions; Compliance Obligations:

a. DHR shall notify Business Associate of any limitation(s) in its notice of privacy practices of DHR in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI under this Agreement.

b. DHR shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI under this Agreement.

c. DHR shall notify Business Associate of any restriction on the use or disclosure of PHI to which DHR has agreed in accordance with 45 C.F.R§ 164.522 or 42 U.S.C. § 17935(a) as of its Compliance Date, to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this Agreement.

d. DHR in performing its obligations and exercising its rights under this Agreement shall use and disclose PHI in compliance with the Rules and HITECH.

V.
PERMISSIBLE REQUESTS BY DHR

DHR shall not request or require Business Associate to use or disclose PHI in any manner that would not be permissible under the Rules if done by DHR, provided that Business Associate may use or disclose PHI as set forth in Section III.b of this Agreement.. DHR shall disclose or provide access to Business Associate only the minimum PHI necessary for Business Associate to perform its obligations under the Contract as required by the Privacy Rule and 42 U.S.C. § 17935(b) as of its Compliance Date.

VI.
TERM AND TERMINATION

a. Term. The Term of this Agreement shall remain in effect for a period coterminous with the Contract, subject to the obligations of Business Associate upon termination and the right of DHR to enforce those termination provisions.

b. Termination for Cause. In accordance with 42 U.S.C.. § 17934(b), if either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of this Agreement then the non-breaching Party shall provide written notice of the breach or violation to the other Party that specifies the nature of the breach or violation. The breaching Party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice. In the absence of a timely cure reasonably satisfactory to DHR, or in the event that cure is not possible, then DHR shall immediately terminate this Agreement unless neither termination nor cure is feasible, in which case DHR shall report the violation to the Secretary.

c. Effect of Termination.

i. Except as provided in Section VI.c.ii., upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from DHR, or created or received by Business Associate on behalf of DHR, including PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide DHR with notification of the conditions that make return or destruction infeasible and Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VII.
MISCELLANEOUS

a. Amendment of Contract. The Parties agree that this Agreement hereby amends and is incorporated into the Contract as of the Effective Date of this Agreement, and any reference to the Contract on or after that date shall mean the Contract as amended by this Agreement. The terms of this Agreement will govern the use of PHI under the Contract and, except as specified herein, all other terms of the Contract will continue in full force and effect. In the event of any conflict among provisions of this Agreement and the Contract, the provisions of this Agreement will control. This Agreement supersedes all prior Business Associate Agreements between the Parties with respect to the Contract.

b. Other Confidentiality Obligations. The Parties acknowledge that this Agreement is intended to supplement any and all other confidentiality obligations that either party may have under this or any other agreement or applicable law.

c. Regulatory Reference. A reference in this Agreement to a section in the Privacy Rule, Security Rule and/or HITECH means the section as in effect or as amended.

d. Future Amendment. DHR and Business Associate agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Parties to comply with the requirements of the Privacy Rule, Security Rule, HIPAA, and HITECH. This Agreement may only be modified, or any rights under it waived, by a written agreement by both Parties. If the Parties are unable to agree on mutually acceptable amendment(s) prior to the effective date of the relevant change of law or regulation, either Party may, upon delivery of written notice to the other, terminate this Agreement and any Contract(s) effective as of such applicable statutory or regulatory effective compliance date.

e. Notice. Any notice or request for information under this Agreement shall be sent to:

DHR:	**Business Associate:**
5501 S. McColl	_____
Edinburg, TX 78539	_____
Attn: Legal Department	Attn: _____
Phone: (956) 362-7363	Phone: _____
Fax: (956) 362-7436	E-mail: _____

f. Survival. The respective rights and obligations of Business Associate under Section VI.c of this Agreement shall survive the termination of this Agreement.

g. Interpretation. The Parties agree that this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and HITECH. Any ambiguity in this Agreement will be resolved to permit both Parties to comply with the Privacy Rule, Security Rule, and/or HITECH and any current or future regulations promulgated thereunder.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed effective as of the date first written above.

Doctors Hospital at Renaissance, Ltd.	**Hidalgo County WIC Program**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Co-signatures:

Reviewed by Legal Dept.: _____

EXHIBIT A: NOTIFICATION TO DOCTORS HOSPITAL AT RENAISSANCE (DHR) OF BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

This notification is made pursuant to Section II.d of the Business Associate Agreement between **DHR** and **Hidalgo County WIC Program**.

Business Associate hereby notifies DHR that there has been a breach of unsecured (unencrypted) Protected Health Information (PHI) that Business Associate has used or has had access to under the terms of our underlying Contract or Business Associate Agreement.

Description of the breach: _____

_____

Date of the breach: _____

Date of discovery of the breach: _____

Number of individuals affected by the breach: _____

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code): _____

_____

_____

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches: _____

_____

_____

Contact information for further questions or additional information if needed:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

Note: The Business Associate must use this form to notify DHR of any Breach of Unsecured Protected Health Information. In such event, immediately provide a copy of this completed form to (1) DHR's Legal Department and (2) DHR's Privacy Officer at:

Doctors Hospital at Renaissance, Ltd
Attn: Legal Department and Privacy Officer
5501 S. McColl
Edinburg, TX 78539

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: MOU With Hospitals

From : Steve Crain <scrain@atlashall.com> Tue, Oct 20, 2015 04:05 PM
Subject : RE: MOU With Hospitals
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The MOU is OK.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, October 20, 2015 3:54 PM
To: Steve Crain
Subject: Fwd: MOU With Hospitals

Mr. Crain:

The WIC Program forward me an MOU agreement that they had started to work with you back in March 2015. Attach is the MOU including emails when they were sending to Ms. Marty. In addition, in one of the email forward to WIC Program, Ms. Marty requested some answers to questions made by you, I have also forward you there response. Please review and advise if the agreement is needing any modification to proceed Com Court approval.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Mague Gonzalez" <mague.gonzalez@wic.co.hidalgo.tx.us>
Sent: Wednesday, October 7, 2015 10:56:11 AM
Subject: Re: MOU With Hospitals

Mague:

Did you provide Mr. Crain the requested info on the last email sent to you by Ms. Marty?

1. Whose signatures are on Pg. 8, please provide their names and title;
2. Is Women's Hospital a part of DHR or is it a separate entity/business.

Please provide answers to the 2 questions so I may proceed getting legal approval on the MOU.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work

rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Mague Gonzalez" <mague.gonzalez@wic.co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "darlene betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Norma Longoria" <norma.longoria@wic.co.hidalgo.tx.us>
Sent: Thursday, September 24, 2015 11:43:32 AM
Subject: MOU With Hospitals

Rocio, I'm sending you the information the corrections Mr. Crain was requesting. If you have any questions please call me. Thank you for your attention to this matter.

Margarita Gonzalez
Accountant IV
Hidalgo County WIC Program
3105 W. University
Edinburg, Texas 78539
(956)381-4646 ext. 4042
(956)381-0017
mague.gonzalez@wic.co.hidalgo.tx.us

AI-52089 **Closed Session** **25. C.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. CCD-0281-B; Electric Transmission Texas, LLC vs. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/03/2015 11:25 AM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Monica Badillo		Started On: 11/03/2015 11:09 AM
Final Approval Date: 11/06/2015		

AI-52100 **Closed Session** **25. D.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim(s) for Auto Loss with Jail Van on October 6, 2015:
· Claim of Benjamin Morales

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/03/2015 03:53 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM

Form Started By: Monica Badillo Started On: 11/03/2015 03:21 PM

Final Approval Date: 11/06/2015

AI-52097 **Closed Session** **25. E.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Frank Salazar

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/03/2015 03:13 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM

Form Started By: Monica Badillo Started On: 11/03/2015 03:12 PM

Final Approval Date: 11/06/2015

AI-52011 **Closed Session** **25. F.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Andres Solis

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/29/2015 02:15 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM

Form Started By: Monica Badillo Started On: 10/28/2015 10:22 AM

Final Approval Date: 11/06/2015

AI-52019 **Closed Session** **25. G.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/29/2015 02:16 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Aida Alvarez		Started On: 10/28/2015 01:51 PM
Final Approval Date: 11/06/2015		

AI-52021 **Closed Session** **25. H.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Carlos Alexis Perez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/29/2015 02:16 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Aida Alvarez		Started On: 10/28/2015 01:56 PM
Final Approval Date: 11/06/2015		

AI-52071 **Closed Session** **25. I.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Tyler Lee Lopez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/03/2015 11:18 AM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Aida Alvarez		Started On: 11/02/2015 11:38 AM
Final Approval Date: 11/06/2015		

AI-52061 **Closed Session** **25. J.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Yesenia Garza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/03/2015 11:15 AM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Aida Alvarez		Started On: 11/02/2015 09:36 AM
Final Approval Date: 11/06/2015		

AI-52090 **Open Session** **27. C.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. CCD-0281-B; Electric Transmission Texas, LLC vs. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/03/2015 11:25 AM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Monica Badillo		Started On: 11/03/2015 11:11 AM
Final Approval Date: 11/06/2015		

AI-52101 **Open Session** **27. D.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim(s) for Auto Loss with Jail Van on October 6, 2015:
· Claim of Benjamin Morales

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/03/2015 03:53 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM

Form Started By: Monica Badillo Started On: 11/03/2015 03:22 PM

Final Approval Date: 11/06/2015

AI-52098 **Open Session** **27. E.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Frank Salazar

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/03/2015 03:13 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM

Form Started By: Monica Badillo Started On: 11/03/2015 03:13 PM

Final Approval Date: 11/06/2015

AI-52012 **Open Session** **27. F.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Andres Solis

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/29/2015 02:15 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Monica Badillo		Started On: 10/28/2015 10:23 AM
Final Approval Date: 11/06/2015		

AI-52020 **Open Session** **27. G.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/29/2015 02:16 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Aida Alvarez		Started On: 10/28/2015 01:53 PM
Final Approval Date: 11/06/2015		

AI-52022 **Open Session** **27. H.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Carlos Alexis Perez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/29/2015 02:16 PM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Aida Alvarez		Started On: 10/28/2015 01:58 PM
Final Approval Date: 11/06/2015		

AI-52072 **Open Session** **27. I.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Tyler Lee Lopez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/03/2015 11:18 AM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Aida Alvarez		Started On: 11/02/2015 11:39 AM
Final Approval Date: 11/06/2015		

AI-52062 **Open Session** **27. J.**

CC - REGULAR

Meeting Date: 11/10/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Yesenia Garza

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	11/03/2015 11:15 AM
Purchasing Department	Monica Badillo	11/06/2015 05:04 PM
Form Started By: Aida Alvarez		Started On: 11/02/2015 09:37 AM
Final Approval Date: 11/06/2015		