AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
February 23, 2016
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR 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-53503 Resolution in Honor of Border Texan of the Year Bob and Janet Vackar

   B. AI-53490 Discussion and approval of ratification of the Preliminary PSJA Promesas Del Valle Initiative Memorandum of Understanding in connection to the Letter of Support approved by Commissioners Court on 2-03-16.

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

   A. AI-53246 1. Approval of contract between the Hidalgo County District Attorney's Office and the Texas Workforce Commission.
   2. Approval for the District Attorney to sign and execute the contract as the authorized agent.

8. **Sheriff's Office:**

   A. AI-53484 Presentation and discussion of the 2015 Racial Profiling Report as presented by the Hidalgo County Sheriff's Office, in accordance with Article 2.133 of the Texas Code of Criminal Procedure.

B. AI-53298 Pursuant to Hidalgo County Cellular Telephone Policy (AT&T, DIR-SDD-1777, presentation for consideration, acceptance and approval of Cellular Phone Request form (Data Link Card Request) for the following: Approval for requisition # 292208 for 8 Data Link Hosted Access for vehicle modems @ $37.99 per device.

C. AI-53492 1. Approval to accept the award for K9s4COPS grant.
2. Approval and authorization for County Judge, as authorized official, to sign terms and conditions agreement and any other required documents.

9. **Executive Office:**

A. AI-53500 1. Consideration and possible approval of financial assistance for the proposed affordable housing project known as
Villa Verde

2. Consideration and possible approval of financial assistance for the proposed affordable housing project known as
Starlight Development

3. Consideration and possible approval of financial assistance for the proposed affordable housing project known as
Palmera Heights

10. **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

11. **Adult Probation:**

A. AI-53455 Approval of Resolutions for the following 2017 Criminal Justice Division grants:
Domestic Violence Court Grant #3110401
DWI Court Grant #2413907
Veteran's Court Grant #2431506
Prostitution Court Grant #2752004
Re-entry Court Grant #2800303
Misdemeanor DWI Court Grant #2881402
Mental Health Court Grant #

12. **Elections Administration:**

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

13. **Head Start Program:**

A. AI-53313 Discussion/Approval of Family Income Guidelines and Priority Guidelines for Selection and Enrollment for Program Year 2016-2017

B. AI-53318 Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

14. **Planning Department:**

A. AI-53456 1. Final Approval
a. Citrus Village Subdivision- Pct. 4 (Laura Coffman) (Benito Ramirez Road & Cesar Chavez Road)
b. Cantu Acres Subdivision- Pct. 4 (Edmundo Cantu) (Alberta Road & Raul Longoria Road)
c. Presidio Estates Unit 2 Subdivision- Pct. 1 (Bennett Flores Investments, LL) (Tower Road & Minnesota Road)

2. Final Approval with Financial Guarantee
a. MGM Platinum Ranches Subdivision- Pct. 4 (Richard Garza) (Curry Road &Alamo Road)
b. Los Osos Ph. 1 Subdivision- Pct. 4 (William A. Shwarz)(North 83rd Road & Mile 17 North Road)
c. Anali Subdivision- Pct. 3 (Osbel Flores) (Mile 9 North Road & Moorefield Road)
d. Charlie's Estates Subdivision- Pct. 1 (Carlos Gonzalez) (FM 1015 & FM 1422)

3. Partial Reimbursement of Financial Guarantee
a. Vista Ridge Acres Ph. 5 Subdivision- Pct. 1
b. Aria Ranches Subdivision- Pct. 4

15. **Precinct #3 - Comm. Flores:**

A. AI-53493 Approval of closing documents for the purchase of real property in the amount of $970,000.00 from Tress Enterprises, Inc. and authorize County Judge to execute same for LOS EJIDOS DE REYNOSA AN IRR TR W1268.06' LOT 377 75.0 AC NET.

B. AI-53340 1. Approval of Certification of Revenues as certified by the County Auditor for revenues received from La Joya ISD, for road repairs of Western Rd.

2. Approval of 2016 appropriation of funds into Precinct #3 Road Maintenance in the amount $27,009.00 for road repairs of Western Rd.

16. **Budget & Management:**

A. **Interfund transfers:**

1. AI-53476 Debt Service Funds (1444 & 1436):
A. Approval to transfer $60,715.44 from Capital Projects Fund 1330 (Series 2000) to Debt Service Fund 1444 (Series 2014B).
B. Approval to transfer $276.75 from Capital Projects Fund 1336 (Series 2006) to Debt Service Fund 1436 (Series 2006).

17. **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-53275 Acceptance and approval [as disclosed in the Inter-local Government Agreement, aka, ILA] by and between Hidalgo County Appraisal District and the County of Hidalgo for YR 2016, in connection with participation with (a)Hidalgo County's "Self-Funded Health Insurance Program, Stop Loss Insurance and Life/AD&D" and (b) "Voluntary Products"-Long Term Disability, Vision, Dental, Cancer, Critical Illness Insurance and additional Life Insurance including the full execution of document.

B. **Pct. 1**

1. AI-53358 Acceptance and approval of the following listed construction contract documents as awarded by Commissioners' Court on February 03, 2016 (AI#53203) and as reviewed and approved by Legal Counsel for:

	PROJECT NAME	**CONTRACT No.**	AWARDED CONTRACTOR:	AMOUNT:
1)	"Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to: Mile 4W (10N - 12N)"	**C-16-027-02-03**	Texas Cordia Construction, LLC	$628,528.50
2)	"Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to: Mile 12N (FM 1015 – 2W)"	**C-16-028-02-03**	M. J. A. Construction, LLC	$155,897.80

C. **Pct. 2**

1. AI-53488 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 purposes of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for Hidalgo County Precinct No. 2 "Boy & Girls Club Facility Project".

	L & G Consulting	S & B Infrastructure,	Hinojosa Engineering,

	Engineers, Inc.	LTD	Inc.
SCORE	96	92	94
RANKING			

C. Authority for the Purchasing Department to negotiate a professional services agreement commencing with the No. 1 ranked firm of _____ for professional engineering services for Hidalgo County Precinct No. 2 "Boys & Girls Club Facility Project".

D. **Pct. 3**

1. AI-53330 Pursuant to Article 14 of the "professional engineering services" agreement #C-15-161-11-17 with L&G Consulting Engineers, Inc. d/b/a L&G Engineering, is requesting approval to engage the services of Sub-Contractor (AmaTerra Environmental, Inc.) with adherence to insurance provisions required by said article.

E. **Pct. 4**

1. AI-53487 **a.** Acceptance and approval of **"AMENDMENT"** to the **AIA B101-2007 Standard Form of Agreement (C-13-072-09-03)** with **Mata-Garcia Architects, L.L.P.** for the purposes of **"Design and Construction of the San Carlos Community Resource Center (located at corner of State Highway 107 and Sunflower Road)** within **Hidalgo County Precinct No. 4** to modify and include **[landscaping / irrigation / structural / electrical/ observation / coordination]**with an increase in Architectural fees in the amount of **($ 27,900.00),** subject to compliance with **HB1295 [if and when applicable];**

b. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a "professional architectural services";

c. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through the County's approved "pool" of Architectural Firms for the purposes of **"Repairs/Renovations/Remodeling, Additions/Alterations and/or Building Review/Assessment Related Services on a [per project basis] for County-owned Buildings/Structures"** located within **Hidalgo County Precinct No. 4,** subject to compliance with **HB1295 [if and when applicable];**

ARCHITECTURAL FIRMS

Totals	**Gignac & Associates, LLP**	**Gomez, Mendez & Saenz, Inc.**	**Mata-Garcia, Architects, LLP**
Scores	**93**	**94**	**98**
Ranking			

d. Authority for the Purchasing Department to negotiate an **"on call"** professional Architectural Services Agreement for the purposes of **"Repairs/Renovations/Remodeling, Additions/Alterations and/or Building Review/Assessment Related Services on a [per project basis] for County-owned Buildings/Structures"** located within **Hidalgo County Precinct No. 4**, with the No.1 ranked firm _____ for **Architectural Services.**

F. **District Attorney:**

1. AI-53494 Acceptance and approval of submitted summary(s) and recommendations by Hidalgo County District Attorney, Hon. Ricardo Rodriguez, Jr. presented by Hon. Josephine Ramirez-Solis. Asst. DA-Civil Section [in connection with HB23 and Modified Conflict of Interest Questionnaire] distributed for review to CC on 02-16-16.

18. **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-53457 EEOC Charge No. 451-2016-00607; Claim of Claudia Quiroga

D. AI-53485 Cause No. C-5589-15-F; Hidalgo County v. Volkswagen Group of America, Inc., Audi of America, LLC and Porsche Cars North America, Inc.

E. AI-53496 C-0262-16-G; Teresa Barrera et al v. Hidalgo County, Texas and Hidalgo County Drainage District No. 1

F. AI-53470 Claim of Santiago A. Lara & Santiago Lara Martinez

19. 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

20. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. AI-53458 EEOC Charge No. 451-2016-00607; Claim of Claudia Quiroga

D. AI-53486 Cause No. C-5589-15-F; Hidalgo County v. Volkswagen Group of America, Inc., Audi of America, LLC and Porsche Cars North America, Inc.

E. AI-53497 C-0262-16-G; Teresa Barrera et al v. Hidalgo County, Texas and Hidalgo County Drainage District No. 1

F. AI-53471 Claim of Santiago A. Lara & Santiago Lara Martinez

Closed Session:

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

Open Session:

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

23. **Adjourn**

AI-53503

County Judge's Office 6. A.

CC - REGULAR
Meeting Date: 02/23/2016
Submitted For: Julia Sullivan, COUNTY JUDGE
Submitted By: Julia Sullivan, PUBLIC AFFAIRS
Department: COUNTY JUDGE

Information

CAPTION

Resolution in Honor of Border Texan of the Year Bob and Janet Vackar

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/19/2016 04:54 PM
Final Approval	Monica Badillo	02/19/2016 04:54 PM

Form Started By: Julia Sullivan Started On: 02/19/2016 04:49 PM
Final Approval Date: 02/19/2016

RESOLUTION IN HONOR OF ROBERT AND JANET VACKAR
2016 BORDER TEXANS OF THE YEAR

WHEREAS, the Border Texan of the Year award has achieved statewide stature, due, in large part, to a tradition of recognizing truly deserving individuals who have had a major impact on our border region; and

WHEREAS, for the first time in Border Texan of the Year history, this year there are two deserving individuals who will be honored during a dinner reception on Friday, March 4 at the McAllen Convention Center; and

WHEREAS, the 2016 Border Texans of the Year are Robert and Janet Vackar, owners of the Bert Ogden Auto Group. The Vackars were selected because of their more than 30 year commitment to efforts that have helped make the Rio Grande Valley and South Texas a better place to live; and

WHEREAS, they join the ranks of past recipients Gov. George W. Bush, U.S. Representative E. Kika De La Garza, Charles C. Butt, Gov. Ann Richards, U.S. Senator Phil Gramm, U.S. District Judge Ricardo Hinojosa and others dating back to 1989 when the Hidalgo Chamber of Commerce first paid tribute to an individual whose contributions to the border were motivated by a deep commitment to community; and

WHEREAS, Janet and Robert Vackar employ nearly 1,000 people in their 22 auto dealerships in four Rio Grande Valley cities; but more than that, they both have been involved in various charitable and civic organizations and events; and

WHEREAS, Janet is a sustaining member of McAllen's Jr. League, serves on the board of the Vannie Cook Cancer Center, and was recently named Business Woman of the Year by the Hispanic Chamber of Commerce. She and Robert both support the Easter Seals and were named Easter Seals Humanitarians of the Year in 1997. The Vackars have supported various community organizations and foundations, including Palm Valley Animal shelter, the Doctors Hospital at Renaissance Cancer Center and veterans' groups. Most recently, the Vackars donated a $2 million endowment to the University of Texas-Rio Grande Valley, in support of scholarships for qualifying undergraduate and graduate students.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby honors Robert and Janet Vackar for their contributions to the Rio Grande Valley and South Texas region and congratulates them on their well-deserved title of Border Texans of the Year.

Approved this 23rd day of February 2016.

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-53490

County Judge's Office 6. B.

CC - REGULAR

Meeting Date: 02/23/2016

Submitted For: Michael Leo, COUNTY JUDGE Submitted By: Virginia Jones, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion and approval of ratification of the Preliminary PSJA Promesas Del Valle Initiative Memorandum of Understanding in connection to the Letter of Support approved by Commissioners Court on 2-03-16.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Budgetary Impact listed on MOU.

Attachments

Letter of Support approved 2-16-16

MOU

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/19/2016 02:43 PM
Merlen P. Munoz	Merlen P. Munoz	02/19/2016 04:41 PM
Final Approval	Monica Badillo	02/19/2016 04:54 PM

Form Started By: Virginia Jones Started On: 02/19/2016 02:05 PM

Final Approval Date: 02/19/2016

RAMON GARCIA
County Judge

OFFICE OF THE COUNTY JUDGE
County Of Hidalgo

February 3, 2016

Secretary Julian Castro
Promise Zone Review Committee
U.S. Department of Housing and Urban Development
451 7th Stree S.W
Washington, DC 20410

Dear Secretary Castro:

It is my pleasure to express the support of the Hidalgo County Commissioners' Court for the Pharr, San Juan, Alamo Promesas del Valle Initiative (PSJA PVI). This valuable regional collaboration proves our commitment to improve the lives of families of PSJA.

The focus of this initiative is on education, job creation, crime reduction, and economic development which is desperately needed in our area. The initiative will also give our area the opportunity to expand our healthcare system and healthcare facilities. The Valley is one community and united we can make this endeavor a success.

Regards,

Ramon Garcia

Ramon Garcia
Hidalgo County Judge

PRELIMINARY *PSJA PROMESAS DEL VALLE* INITIATIVE

MEMORANDUM OF UNDERSTANDING

This Preliminary Memorandum of Understanding ("Memorandum") is entered into as of the 8th day of October, 2015 by and among the core collaborators of the *PSJA Promesas del Valle Initiative (PSJA PVI).* The lead entity is the City of Pharr (Pharr). The Primary Partners are: City of Alamo (Alamo), City of San Juan (San Juan) and Pharr San Juan Alamo Independent School District (PSJA ISD). The evaluation partner is Region One Educational Services (Region 1 ESC). The Implementation Partners are: South Texas College (STC), University of Texas Rio Grande Valley (UTRGV); Pharr Housing Authority (PHA); San Juan Housing Authority (SJHA); Alamo Housing Authority (AHA); Pharr Economic Development Corporation (PEDC); San Juan Economic Development Corporation (SJEDC); Alamo Economic Development Corporation (AEDC); Workforce Development (WS); Doctors Hospital at Renaissance (DHR), Valley Initiative for Development and Advancement (VIDA) and The County of Hidalgo Judges' Office; (collectively, the "Parties"). The PSJA PVI Advisory Committee will oversee the implementation of the PSJA PVI strategic plan.

I. Purpose of Memorandum. The purpose of this Memorandum is to set forth each Party's role in jointly implementing the *PSJA PVI.* The U.S. Department of Housing and Rural Affairs ("HUD") provides said designation to establish a Promise Zone to revitalize the zone within a ten-year period. As required by the Application for Designation under the U.S. Department of Housing and Urban Development, this Memorandum describes:

(i) Each Party's commitment to the project's vision, theory of change, and theory of action, and to the alignment of each Party's existing activities with those of the proposed PSJA PVI utilizing strong evidence-based theory and practice;

(ii) Each Party's financial and programmatic commitments; and

(iii) The governance structure of the proposed Promise Zone, including how the advisory board is representative of the geographic area proposed to be served, and how PSJA residents will have an active role in the organization's decision-making.

This Memorandum represents a preliminary commitment by the Parties; each party is expected to present the final Memorandum to its respective governing entity immediately upon award. At present the community is leveraging $60,550,758 annually in resources to accomplish the goals and objectives of the project.

II. Project Background. The City of Pharr seeks an award as the lead entity on behalf of the *PSJA Promesas del Valley Initiative* Primary and Implementation Partners to receive a promise zone designation that will give Federal funding priority and bring strategic coordination and resources to the PSJA area, to help revitalize the area by reducing poverty, unemployment and crime and improving economic development, housing, health and educational opportunities in the Proposed Promise Zone.

III. Vision, Theory of Change, and Theory of Action of PSJA PVI.

The PSJA PVI vision is a stable, safe, and economically vibrant community with healthy, college ready children, adults that have obtained a post-secondary education resulting in an increase of economic activity in the area. The PSJA PVI theory of change integrates Collective Impact and Cradle to College & Career strategies to form the PSJA PVI Logic Model (attached). The results are healthy, employed, PSJA citizens are healthy, employed, and their children have access to schools that produce college ready students and their neighborhoods are livable and safe with clustered and abundant resources which meets physical, social and economic needs. Then PSJA families will Stay, Grow, Graduate, Develop and Invest as the formula for revitalization. The PSJA PVI theory of action is to establish an integrated framework for existing and planned PSJA PVI revitalization, by using school improvement and reform in a specific feeder pattern, Sustained Systemic Transformation based on strong evidence based theory and

practice is the springboard for community transformation that inspires neighborhood families to claim better futures through proven job creation strategies to improve employment opportunities, economic development, strategic police intervening activities to help reduce crime, improved housing, improved access to healthcare for healthy outcomes and improved educational opportunities for better educational outcomes from Cradle to College in the PSJA Promise Zone. All Parties affirm that the proposed strong, evidenced based PSJA PVI vision, theory of change, theory of action and existing activities align with each partner's vision, theory of change and theory of action.

IV. Financial Commitments/ Roles and Responsibilities

A. Cash Pledges from Lead Agency

City of Pharr -The City of Pharr has committed $2,280,000 in cash to be used for programs that help with job creation, increase economic activity, and reduce serious crime. These funds are to be used to leverage the community impact work being conducted in the PSJA PVI.

B . Roles & Responsibilities with In-Kind Contributions of Partners

The Parties have also pledged the following in-kind contributions:

1. **City of Pharr,** a Triple Crown designated city, will serve as the lead entity and coordinate the PSJA PVI. Will be responsible for initiating data collection plan, coordinate relationship with the federal government Promise Zone designees, facilitate project communication and insure project reporting. The City of Pharr will also implement the full plan in the census tracts corresponding to the City of Pharr. Pending City Council Approval, the City of Pharr is proposing aligning city ongoing activities which is $460,000 from its 2016 budget. Additionally, the City of Pharr has designated 59 acres for the Public Safety Academy which is $2.500,000 in kind contribution, to be constructed in 2016.
2. **City of San Juan** will coordinate implementation plan within the San Juan designated census tracts, coordinate project communication, implementation and coordination full

participation of San Juan Housing Authority and San Juan EDC. The City of San Juan will align ongoing activities directly to the PSJA PVI plan with particular attention to the San Juan Targeted Gang Project for crime reduction. The City of San Juan has committed of leveraged $4,219,213 resources to be used for programs and infrastructure that help with job creation, increase economic activity, and reduce serious crime, particularly gang prevention and intervention.

3. **City of Alamo,** the five-time Playful City USA designee and home to the Santa Ana Wildlife Refuge will coordinate implementation plan within the Alamo designated census tracts, coordinate project communication, implementation and coordination full participation of Alamo Housing Authority and Alamo EDC. The City of Alamo will focus particular attention to the development of eco-tourism opportunities. The City of Alamo has committed $5,715,721.00 through in-kind leveraged resources that help with job creation, parks improvements, waste water treatment plant improvements, infrastructure upgrades, increase economic activity including eco-tourism, and crime reduction.
4. **PSJA ISD,** a nationally recognized leader in innovative education, will serve as the education coordinator of the PSJA PVI since it serves all three cities. PSJA ISD leverages the following, $16,662,048 awarded from Texas Education Agency, to create the new PSJA STEM Academy' $4,000,000 from the NIJ for school violence research and $1,200,000 from Sure SCORE, a private public partnership for academic improvements. PSJA leverages greatest number of dual enrollment students in the State of Texas, and the efforts of 50 Parent Educators through the nationally recognized Parent Engagement Program which also serves as a key component for community engagement. PSJA ISD leads in area dropout recovery and College Success Modeling with all high schools functioning as Early College High Schools which will also create Sustained Systemic Transformation of all campuses leveraging $1,700,000 for Early College High School Academies. PSJA ISD is contributing

of 10 acres and construction costs totaling, $1,370,532.

5. **Workforce Solutions (WS)** will function as the workforce initiative coordinator for the PSJA PVI through multiple partnerships in the region. The focus will be youth and adult employment with a special emphasis on adult education and community college opportunities through the PACES, Parent Engagement Centers of PSJA ISD and the three Housing Authorities' Residents Councils. Annual leverage of investment for approximately 12,000 PSJA resident training is $2,783,055 with $4,364,697 in childcare assistance.
6. **South Texas College (STC)** has committed to continue to provide tuition waivers for students enrolled in dual enrollment college programs with PSJA ISD. This would amount to a conservative in kind donation of $40 million for the next 10 years, $4,000,000 annually. STC also will support with donation of equipment to the new PSJA ISD STEM Academy totaling, $2,438,000. STC has passed a bond issue with a designation of $4,200,000 for the construction of the Public Safety Academy in 2016.
7. **University of Texas Rio Grande Valley (UTRGV)** will serve as the education professional development coordinator of the PSJA PVI. UTRGV is leveraging $30,000,000 in Department Education funding for Head Start Professionals which is the foundation rung of the education strategy.
8. **Region One Education Service Center (Region 1 ESC)** will serve as the evaluation and technical assistance adviser, meeting all HUD Promise Zone standards for data collection, storage, analysis, evaluation and reporting. ESC1 will also serve as disseminator of models and information for education initiatives from Laredo, Texas to Brownsville, Texas. Region 1 ESC provides a leadership network of superintendents, adult education and financial literacy education. Region One ESC leverages $672,000 from the Gear Up which serves 1,002 PSJA ISD students. ESC, Adult Education and ECI funding for the tri-city area and will expand its online pilot program for families, a web-based college success initiative.

9. **Pharr Housing Authority (PHA)** will oversee the implementation of the PSJA PVI housing strategy in the census tracts of the proposed promise zone corresponding to the City of Pharr. PHA provides 235 units of varied types of assistance.
10. **San Juan Housing Authority** (SJHA) will oversee the implementation of the PSJA PVI housing strategy in the census tracts corresponding to the City of San Juan. SJHA will serve as key partner in community engagement with resident forums and provides housing assistance with 151 units of varied types of assistance.
11. **Alamo Housing Authority (AHA)** will oversee the implementation of the PSJA PVI housing strategy in the census tracts corresponding to the City of Alamo. AHA will serve as key partner in community engagement with resident forums and provides 164 units of housing assistance of varied types of assistance.

    PHA, SJHA, AHA and the City of Pharr leverage partnerships with community based organizations such as the Affordable Homes, Habitat for Humanity RGV and Proyecto Azteca, which assist PSJA residents collectively with $1,000,000 in housing assistance.
12. **Pharr Economic Development Corporation (PEDC)** will serve as the lead agency for the implementation and coordination of the PSJA PVI economic development plan. PEDC will coordinate the achievement of the goals and objectives related to the economic growth opportunities associated with the international bridge with Mexico located within one of the City of Pharr census tracts. PEDC leverages multiple partnerships, public and private. Revolving loan fund leverage is $37,200 as evidenced by the MOU of the PSJA EDC Revitalization Coalition in the attachments.
13. **San Juan Economic Development Corporation (SJEDC)** will oversee the implementation and coordination of the PSJA PVI economic development plan in the census tracts with the City of San Juan boundaries. SJEDC will captain small business development opportunities through multiple partnerships. Revolving loan fund leverage is $37,200 as

evidenced by the MOU of the PSJA EDC Revitalization Coalition in the attachments.

14. **Alamo Economic Development Corporation (AEDC)** will oversee the implementation and coordination of the PSJA PVI economic development plan in the census tracts with the City of Alamo. AEDC will captain training through multiple partnerships. Revolving loan fund leverage is $37,200 as evidenced by the MOU of the PSJA EDC Revitalization Coalition in the attachments, as well as the continued revolving of $586,164.25. The AEDC has committed $2,182,000.00 through in-kind leveraged resources that help with job creation, parks improvements, streets improvements and investment in human capital.
15. **Valley Initiative for Development and Advancement (VIDA)** will serve as the community based organization partner which provides leveraged partnerships with business and industry to provide skilled labor for high demand occupations and case management of low income, non-traditional college students.
16. **Doctors Hospital at Renaissance (DHR)** will serve as the private sector implementation partner. DHR leads many public health initiatives which include UTRGV Medical School Residency Program and facilitate the expansion of the PSJA ISD School Based Clinic System. DHR has invested $1,000,000 annually to the clinics and Nursing Education Pipeline which includes a Nursing Lab with equipment. DHR also provides faculty and personnel to fund the student training with at least $160,000 annually extending the life of the Promise Zone designation totaling, approximately $1,560,000.

IV. Overview of Implementation Period. The PSJA PVI Strategic Implementation Plan will consist of a series of well-organized steps delineated in the proposal narrative that will culminate in the creation of a continuum of organized sequential and responsive solutions with oversight by the PSJA PVI Advisory Board, that addresses each program or project need indicator determined during the planning process. During year one, the Management Team and

PSJA PVI Partners will develop the data management component, with the goal of designing and providing a warning system that will be used as a tool to provide tailored interventions of all PSJA PVI goals and objectives.

V. Implementation Period Commitments

Upon award each partner agency will ratify this MOU within the first month of award notice. The awarded VISTA students will be shared among the six workgroups as implementation facilitators. From the first month forward, PSJA PVI will rely on the wisdom and guidance of resident feedback. Each workgroup associated with a strategic goal, job creation, economic development, education, crime reduction, housing and health respectively. Two key components of the community engagement are the Housing Authorities' Resident Councils and the PSJA ISD Parent Engagement Program. PSJA ISD, VIDA and each City Housing Authority will serve as strategic plan implementation partners in community engagement. Letters of Support from City Executives support the Implementation Plan and Timeline. LUPE, a community advocacy non-profit will serve as a support partner for community engagement also.

VI. Commitment to Sharing Data. Subject to applicable laws and regulations, all Parties agree to participate in the PSJA PVI Data Sharing Information Committee to jointly develop the PSJA PVI Data Sharing Infrastructure and to share all data as stipulated in the separate Data Sharing Agreement, to be developed and approved by all Parties, that specifies the roles and responsibilities required to meet the needs of the proposed project implementation.

VII. Commitment to Cooperate with National Evaluator. All Parties are committed to fully cooperate and work with the Department of Housing and Urban Development and with a national evaluator. The Project Director will ensure access to relevant program and project data sources (e.g., administrative data and program and project indicator data). The Project Director also will work with the Parties to ensure the evaluator has a credible comparison

group and a plan for collecting reliable, valid baseline data for both program participants and the comparison group.

VIII. Governance Structure.

A. Advisory Board Composition. A twenty-five member Advisory Board will oversee the implementation of the PSJA PVI Plan. The Advisory Board will be comprised of the following representatives of the primary partners and key implementation partners.

***PSJA PVI* - Advisory Board of Primary and Implementation Partners**	
The Honorable Dr. Amos Hernandez	City of Pharr Mayor
The Honorable San Juanita Sanchez	City of San Juan Mayor
The Honorable Diana Martinez	City of Alamo Mayor
Dr. Daniel P. King	Pharr, San Juan, Alamo ISD, Superintendent
Dr. Narciso Garcia	Pharr, San Juan, Alamo ISD, Deputy
Noel DeLeon	Pharr Housing Authority, Executive Director
Ruben Zavala	San Juan Housing Authority Executive Director
Mary Vela	Alamo Housing Authority
Ann Cass	Proyecto Azteca
Sergio Contreras	Pharr Economic Development Corporation
Luciano Ozuna	Alamo Economic Development Corporation
Roberto Rodriguez	San Juan Economic Development Corporation
Chief Ruben Villescas	City of Pharr, Police Chief
Lt. Albert Caballero	City of Alamo, Police Department
Chief Juan Gonzalez	City of San Juan Police Chief
Dr. Shirley Reed	South Texas College President
Dr. Guy Bailey	University of Texas Rio Grande Valley

Dr. Cornelio Gonzalez	Region One ESC, Executive Director
Frank Almaraz	Workforce Solutions RGV, Executive Director
David DeAnda	Lonestar National Bank, Private Sector Rep.
Dr. R. Armour Forse	Doctors Hospital at Renaissance, Private Sector
Priscilla Alvarez	VIDA, Training Community Based Org. Rep.
Juanita Valdez Cox	LUPE, Community Engagement Colonias Rep.
Jordana Barton	Broadband Initiative Project Representative
The Honorable Ramon Garcia	Hidalgo County Judge

B. Advisory Board Function.

The Advisory Board will provide overall project governance and strategic direction, and review quarterly data reports and convene at least quarterly to make joint decisions regarding the progress and direction of the implementation. Sub-groups of the Advisory Board may pursue specific strategies with workgroups. An executive committee of the four primary partners, includes the three cities and the education partner, PSJA ISD and the evaluation partner, ESC1, will be convened to represent the initiative to the federal partners and make time sensitive decisions. The management structure is intended to ensure implementation and effective accomplish of the project objectives with well-defined partner roles, timelines and milestones. The project will be guided by leading agency, the City of Pharr. A highly skilled Project Director will be hired to coordinate the Advisory Committee meetings. The Project Director will work closely with the evaluation partner, ESC1.

The parties executed this Preliminary Memorandum effective, October 8, 2015.

PRIMARY PARTNERS

City Manager's Office, City of Pharr

Signature:_____

Name: Juan Guerra_____

Title:_City Manager_____

City Manager's Office, City of San Juan

Signature:_____

Name:__Ben Arjona_____

Title:___City Manager_____

City Manager's Office, City of Alamo

Signature:_____

Name:__Luciano Ozuna_____

Title:___City Manager_____

Pharr San Juan Alamo Independent School District

Signature:_____

Name: Daniel P. King, PhD_____

Title:__Superintendent_____

IMPLEMENTATION PARTNERS

_____

Dr. Cornelio Gonzalez, Executive Director, Region One ESC – Evaluation Partner

_____

Dr. Guy Bailey, University of Texas Rio Grande Valley, President–Higher Learning Partner

_____

Dr. Shirley Reed, President South Texas College – Higher Learning Partner

_____

Mr. Frank Almaraz, Workforce Solutions, Inc. Executive Director – Workforce Dev Partner

_____

Dr. R. Armour Forse, CAO, Doctors Hospital at Renaissance – Private Sector Partner

_____

Victor Vasquez, VIDA Executive Director – Community Based Organization Partner

_____

The Honorable Judge Ramon Garcia – County Partner

District Attorney 7. A.

AI-53246

CC - REGULAR
Meeting Date: 02/23/2016
Submitted For: Rosie Cantu, DISTRICT ATTORNEY
Submitted By: Sylvia Solis, DISTRICT ATTORNEY
Department: DISTRICT ATTORNEY

Information

CAPTION

1. Approval of contract between the Hidalgo County District Attorney's Office and the Texas Workforce Commission.
2. Approval for the District Attorney to sign and execute the contract as the authorized agent.

BACKGROUND

Fiscal Impact

FISCAL YEAR:	2016 ACCT. #:	6-1223-412-00-080-007-0-336

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

BUDGETARY IMPACT:

Funds available as of 02/17/16, refer to Req #293153.

Attachments

Req #293153
Legal Approval
Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/19/2016 09:28 AM
Final Approval	Monica Badillo	02/19/2016 04:54 PM

Form Started By: Sylvia Solis Started On: 02/01/2016 11:25 AM
Final Approval Date: 02/19/2016

Requisition

Req # 00293153

PO #

Date: 02/17/16

Bill To: x
x

Vendor : 160318
TEXAS WORKFORCE COMMISSION
101 E. 15TH ST., ROOM 432
AUSTIN TX 78778

Ship To: Hidalgo County District Attorney
100 North Closner 5th Floor
Edinburg Tx 78539

Contact: **Sylvia Solis**
956-292-7604

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Open Market		
		DO NOT DUPLICATE ORDER		
1.00	YEAR	TWC Data Exchange Request and Safeguard Plan - Online Access 11-25 Users - Subscription rate is $2,000.00 per year	2,000.00	2,000.00
		Account No	Encumbrance	
		6-1223-412-00-080-007-0-336	2,000.00	
			Freight	.00
			Total	2,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Zimbra **rosalinda.cantu@da.co.hidalgo.tx.us**

RE: Prpospective Data Exchange Contract with TWC

From : Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Thu, Jan 14, 2016 09:10 AM

Subject : RE: Prpospective Data Exchange Contract with TWC

To : 'Rosalinda Cantu' <rosalinda.cantu@da.co.hidalgo.tx.us>

Got it.

Thanks.

From: Rosalinda Cantu [mailto:rosalinda.cantu@da.co.hidalgo.tx.us]
Sent: Wednesday, January 13, 2016 5:40 PM
To: Josephine Ramirez
Cc: victor garza; Sylvia V. Solis; Jaime Guerrero
Subject: Re: Prpospective Data Exchange Contract with TWC

The access will be granted only to the investigators to assist them in efficiently locating individuals involved in criminal and civil cases.

Sincerely,

Rosalinda Cantu

HR Coordinator/ Office Administrator
Hidalgo County
Office of the Criminal District Attorney
100 N. Closner Blvd. 5th Floor
Edinburg, Texas 78539
(956) 292-7600 ext. 8085 (956) 318-2078 Fax
rosalinda.cantu@da.co.hidalgo.tx.us

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From: "Josephine Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
To: "Rosalinda Cantu" <rosalinda.cantu@da.co.hidalgo.tx.us>
Cc: "victor garza" <victor.garza@da.co.hidalgo.tx.us>, "Sylvia V. Solis" <sylvia.solis@da.co.hidalgo.tx.us>, "Jaime Guerrero" <jaime.guerrero@da.co.hidalgo.tx.us>
Sent: Wednesday, January 13, 2016 4:36:34 PM
Subject: RE: Prpospective Data Exchange Contract with TWC

Rosie,

I don't see a problem with these agreements. Just curious as to why we would want separate access (from County) unless it's for investigative purposes?

From: Rosalinda Cantu [mailto:rosalinda.cantu@da.co.hidalgo.tx.us]
Sent: Monday, January 11, 2016 5:55 PM
To: Josephine Ramirez
Cc: victor garza; Sylvia V. Solis; Jaime Guerrero
Subject: Fwd: Prpospective Data Exchange Contract with TWC

Good afternoon Josie,

The DA's Office is interested in entering into a services agreement for online data sharing services with the Texas Workforce Commission. Attached please find a copy of the following two documents for your review and approval:

1. TWC Data Exchange Request and Safeguard Plan form

2. Explanation of Online-Offline access to Unemployment Insurance Records 2015 form

Thank you for your time and attention to this matter.

Sincerely,

Rosalinda Cantu

HR Coordinator/ Office Administrator
Hidalgo County
Office of the Criminal District Attorney
100 N. Closner Blvd. 5th Floor
Edinburg, Texas 78539
(956) 292-7600 ext. 8085 (956) 318-2078 Fax
rosalinda.cantu@da.co.hidalgo.tx.us

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From: "Rosalinda Cantu" <rosalinda.cantu@da.co.hidalgo.tx.us>
To: "Santiago Solis" <santiago.solis@da.co.hidalgo.tx.us>
Sent: Monday, January 11, 2016 10:34:34 AM
Subject: Re: Prpospective Data Exchange Contract with TWC

Good Morning AC Solis,

I have a few questions before taking this contract to Mr. Rodriguez for approval. Would you be able to stop by my office at 11:00 am. today?

Sincerely,

Rosalinda Cantu

HR Coordinator/ Office Administrator
Hidalgo County
Office of the Criminal District Attorney
100 N. Closner Blvd. 5th Floor
Edinburg, Texas 78539
(956) 292-7600 ext. 8085 (956) 318-2078 Fax
rosalinda.cantu@da.co.hidalgo.tx.us

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From: "Santiago Solis" <santiago.solis@da.co.hidalgo.tx.us>
To: "Rosalinda Cantu" <rosalinda.cantu@da.co.hidalgo.tx.us>
Sent: Tuesday, December 29, 2015 12:27:46 PM
Subject: Fwd: Prpospective Data Exchange Contract with TWC

Mrs. Cantu here is a current contract from TWC as you requested.
Respectfully,

Santiago Solis

Asst. Chief Investigator
Hidalgo County Criminal District Attorney's Office
Hidalgo County, Texas
100 North Closner
Edinburg, TX 78539
Office: (956)292-7600 ext. 8030
Email: santiago.solis@da.co.hidalgo.tx.us

From: "Sonja Elizondo" <sonja.elizondo@twc.state.tx.us>
To: "linda greenwood" <linda.greenwood@da.co.hidalgo.tx.us>
Cc: "Santiago Solis" <santiago.solis@da.co.hidalgo.tx.us>
Sent: Tuesday, December 29, 2015 12:17:18 PM
Subject: Prpospective Data Exchange Contract with TWC

Good afternoon Linda,

In response to your request to initiate a data sharing contract, I have attached an explanation of online and offline access, along with a Contract Request Form to be completed by you (or the appropriate person in your organization) and signed by the person who will sign the actual contract. Please be sure to respond to each item.
NOTE: This document is NOT a contract.

The use of our data is limited to what is spelled out in the purpose, so please include all that apply. To use the data for a purpose other than what is stated in the contract is a violation!

1) To access TWC information on an ongoing contract between TWC and Texas State University must be executed
2) Contracts are only for Governmental Entities
3) Contracts are only provided if the purpose is for administrated enforcement of a law
4) The government entity must agree and retain confidentiality with safeguards

Release is only permitted in very limited circumstances

As soon as I receive your completed Contract Request Form, we will continue with the process. If you have any questions or concerns, please do not hesitate to email me or call me. I look forward to working with you.

M. Sonja Elizondo, **MPA, CTCM, CTPM**
External Data Exchange Contracts (EDEC)
Risk & Security Management Department
Texas Workforce Commission
1117 Trinity Street, Room 324T
Austin, TX 78701

(512) 463-0291 (Direct Dial)
(512) 936-0219 Fax

TWC Data Exchange Request and Safeguard Plan

	CONTRACT BASICS	Please fill in the information regarding the request. Check all that apply.
1.	Legal name of requesting governmental entity/Responsible Financial Party	Hidalgo County Criminal District Attorney's Office
2.	Entity Tax ID#	
3.	Street Address – Line 1	100 East Cano Street
4.	Street Address – Line 2	
5.	City, State, Zip	Edinburg, Texas 78539
6.	Is this a new request or renewal of an existing contract?	☒New request ☐Renewal of existing agreement ☐There are other contracts with the party not affected by this agreement, which are as follows:
7.	Type of entity and authority to contract	☒Texas Local Government Code, Interlocal Cooperation Act (e.g., cities, counties) ☐Texas Government Code, Interagency Cooperation Act (e.g., state agency) ☐Federal Agency Authority ☐If state agency, please specify authority
8.	Purpose for requesting information	*Check all that apply:* ☒to assist in criminal investigations ☒to assist in locating defendants, witnesses and fugitives in criminal cases ☒to assist in locating persons with outstanding warrants ☒to assist in locating probation absconders ☐to assist in determining eligibility for public assistance/services ☐other: please specify: (language will be inserted into contract)
	DATA REQUEST DETAILS	
9.	Information requested	*Check all that apply:* ☒wages reported by employers as earned per SSN per quarter (wage records) [proof of income] ☒addresses of employers who reported wages by SSN ☒addresses of recipients of unemployment insurance benefits by SSN ☒unemployment insurance benefits paid by SSN [proof of income] ☐employer reports of wages paid per quarter (list of workers by employer) by employer Tax account [co-worker list]
10.	Method of receiving data	☒Online access: Contractor access for lookup by SSN through password-protected log-in account. Number of individuals needing access accounts: ☐1-10 (The subscription rate is $1,500 per year.) ☒11-25 (The subscription rate is $2,000 per year.) ☐26-50 (The subscription rate is $3,500 per year.)* ☐Specify other quantity Volume/quantity of ONLINE users of Personal Identifiable

		Information (PII) information per year. Estimated number of individual records requested? ☐ under 10,000 annually ☒ 10,000-500,000 annually ☐ over 500,000 annually * Please send separate detailed justification on organizational letterhead if more than 25 accounts are requested. Offline records: Computer match done by TWC staff. Scheduled computer matching against file of SSNs or tax account numbers submitted by Requestor periodically. Frequency of requests: ☐Nightly ☐Weekly ☐ Bi-Weekly ☐ Monthly ☐Quarterly ☐Annually ☐ Other – specify: ☐ Ad hoc request for non-scheduled requests. Attach specifications including data field names. ☐ One-time request for large quantity of records. Attach specifications including data field names. ☐ One-time request for one or few quantity of records. Submit request to open.records@twc.state.tx.us or fax request to 512-463-2990. Volume/quantity of OFFLINE records requested Per submission: Estimated number of individual's in which sensitive personally identifiable information requested at any one time: ☐ 1- 1,499 in any one file transfer. ☐ 1500 to 9,999 in any one file transfer. ☐ 10,000-or more in any one file transfer. If over 10,000 file additional tracking information will be required. ☐ 10,001 – 499,999 in any one file transfer. ☐ 500,000 or more in any one file transfer. De-identification: If submitting SSNs to TWC, also include a unique identifier. For enhanced security, the return file will not include SSNs but instead will include only the unique identifier where feasible.
11.	Volume/quantity of OFFLINE records requested	Match of SSNS to wage records – work Volume Per submission: ☐ under 150 SSNs/Tax IDs ☐ 151 to 1500 SSNs/Tax IDs ☐ Over 1500 SSNs/Tax IDs per submission
12.	Requested length of contract	☒ 1 year ☐ 2 years ☐ 3 years ☐ 4 years ☐ 5 years
13.	Requested start date	☐ For federal entities only: to correspond with start of fiscal year starting:
	SAFEGUARD REQUIREMENTS	
14.	Please complete this safeguard section, items 15 through 21.	☒ We will only view screen information ☒ We will use paper copies of screen prints ☒ We will transfer information into paper records format ☒ We will use electronic copies of screen prints (PDF)

		☐ We will transfer data into an electronic record
15.	Express written permission and contract language is required for non-employees to access. Will non-employees be provided access to the data?	☒ Only direct employees will be provided access. ☐ Persons who are not employees may/will be provided access. Please specify those that apply: ☐ Data Center Operators ☐ Other Governmental Contractors: Please specify:
16.	What access control methods will you use for access to the TWC information?	☐ Texas State Requirements under TAC 202 comparable standards ☒ National Institute of Secure Technology (NIST) comparable standards ☐ IRS Publication 1075 comparable standards
17.	How will you protect data at rest? (Both FIPS 140-2 and 128-BIT AES encryption are minimum requirements.	☒ Encrypt with FIPS 140-2 or higher and ☒ Encrypt at 128-BIT AES encryption or higher ☐ Other: Please specify:
18.	When will data destruction occur?	☒ Consistent with Texas State Libraries and Archives Commission (state records retention laws) ☐ Consistent with other standards: Please specify:
19.	Will the data you are requesting be disclosed to any other entity?	Specify NO
20.	Describe how your organization assesses your security posture.	☐ Vulnerability testing ☐ Penetration testing ☐ Audits; specify frequency ☒ Other, If Other specify: Cisco ASA (Firewall) Palo Alto (firewall, IPS, data filtering, malware protection, policy control, VPN) Sentinal IPS for intrusion detection Lightspeed (url filtering) Syslog server
21.	Are background checks performed on employees who will access information?	☐ No, background checks are not performed ☒ Yes, background checks are performed. If yes, state when background checks are performed: ☒ Pre-employment ☒ Periodic checks during employment
22.	How will you have an audible trail?	☒ I will keep a worksheet that includes at a minimum, the person making the inquiry, the reason for the inquiry, identifying information regarding the case or claim for which the inquiry was made, and the date the inquiry was made. ☐ Other, If Other specify:
	CONTACTS	
23.	Point of Contact Name (for daily matters)	Santiago Solis
24.	Point of Contact Title	Assistant Chief Investigator
25.	Point of Contact Phone	(956) 292-7600
26.	Point of Contact E-mail	Santiago.solis@da.co.hidalgo.tx.us

27.	Point of Contact Address	100 East Cano, Edinburg, Texas 78539
28.	Alternate Point of Contact Name and Title	Rosalinda Cantu
29.	Alternate Point of Contact Phone	(956) 292-7604
30.	Alternate Point of Contact E-mail	Rosalinda.cantu@da.co.hidalgo.tx.us
31.	Alternate Point of Contact Address	If different from Point of Contact
32.	Signatory Name	Ricardo Rodriguez, Jr.
33.	Signatory Title	Criminal District Attorney
34.	Signatory Phone Number	(956) 292-7600
35.	Signatory E-mail	Ricardo.rodriguez@da.co.hidalgo.tx.us
36.	Signatory Address	If different from Point of Contact
37.	Data Technology Contact Name	Jaime Guerrero
38.	Data Technology Contact Phone	(956) 292-7604
39.	Data Technology Contact E-mail	Jaime.guerrero@da.co.hidalgo.tx.us
40.	Invoice Recipient Name	Ana Galvan
41.	Invoice Recipient Phone Number	(956) 292-7604
42.	Invoice Recipient Title	Accounts Payable Specialist
43.	Invoice Recipient E-mail	Ana.galvan@da.co.hidalgo.tx.us
44.	Invoice Recipient Address	If different from Point of Contact

All statements and information on this form are true and correct to the best of my knowledge.

Contract Signatory_____Date_____

The person listed is authorized to legally bind their organization to the terms of the contract.

For questions on how to complete this request form, contact RSMContracts@twc.state.tx.us , fax to 512-936-0219 or call 512-463-2422.

STOP HERE if you are only seeking online access.
If Sending Batch Files or Computer Matching – Below are the Offline Charge Details:

OFFLINE INFORMATION REQUEST SPECIFICATIONS
(Describe in detail and be as specific as possible.)
Provide a reason for the request *(e.g., statutory citation or rule number)*:

Is this a one-time or an ongoing request?

☐ One-time ☐ Ongoing

If ongoing, specify time duration and frequency of data exchange *(e.g., Annual for the next three calendar years, Quarterly, Monthly)*:
If other specific data elements are requested, provide a data format.

Description of the request *(If you require a particular data run, clearly specify the data needed, such as wage records, employer records, UI benefits information, etc.)*:

Costs for Offline Information:

Rate Schedule for Quarterly Wage Information Only Matched to Submitted SSNs. Rates for TWC quarterly wage record information matched to submitted SSNs are calculated on a per-request basis. Recipient agrees to pay Agency for current wage record matches at the following rates:

Number of SSNs submitted	Rate
150 or less	$10 for the first SSN; $2 for each additional SSN; maximum charge $34
151-599	$35 per 150 SSNs
600-1,499	$85
1,500 or greater	$110 per 1,500 SSNs

Rate Schedule for Technology Services and Other Resources. Rates for technology services and other resources are set out in as follows and may be assessed for data matches or disclosures that require staff or resources to complete.

Type of Units	Description of Unit	Rates[1] ($) / Unit
CPU TIME	Number of seconds of computer processing time.	0.27584 per
JOBS RUN	Number of jobs, TSO logons, etc., run during the monthly accounting period.	2.374857
DISK I/O	Number of disks read and write operations x 1000.	0.251
DISK SPACE	Amount of disk space required to perform job functions and store permanent files. Measured in megabyte hours.	0.006584
TAPE I/O	Number of tapes read and write operations x 1000.	0.268429
TAPE MOUNTS	Number of tapes manually placed on tape drive equipment.	1.065082
STANDARD PRINT	1. Number of pages printed on the Xerox 4135 Printer 2. Number of pages printed on the Xerox 4635 MICR Printer	0.014904
SPECIAL PRINT	Number of pages of manufacturer's preprinted forms.	0.128476
PROGRAMMING STAFF TIME	Per hour rate for any necessary programmer time.	45.75[2]
OTHER STAFF TIME	Per hour rate of staff time spent in connection with processing of a request, other than programming time.	24.11
MATERIALS	Diskette Tape Media Rewritable CD (CD-RW) Non-rewritable CD (CD-R)	1.00 3.00 1.00 1.00
POSTAGE	Actual cost of certified mail return receipt requested	

[1] The listed rates are periodically revised to take into account any significant changes in costs of staff, equipment, system software, etc. Once revised, these rates are automatically applied to all computer utilization jobs.

AI-53484 Sheriff's Office 8. A.

CC - REGULAR

Meeting Date: 02/23/2016

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Presentation and discussion of the 2015 Racial Profiling Report as presented by the Hidalgo County Sheriff's Office, in accordance with Article 2.133 of the Texas Code of Criminal Procedure.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

REPORT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	02/19/2016 12:57 PM
Budget & Management	Veronica Ortiz	02/19/2016 01:15 PM
Final Approval	Monica Badillo	02/19/2016 04:54 PM

Form Started By: Emilia Uriegas Started On: 02/19/2016 12:42 PM

Final Approval Date: 02/19/2016

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

MEMORANDUM

TO: Hon. Ramon Garcia, County Judge
Hidalgo County Judge's Office

FROM: J. E. "Eddie" Guerra, Sheriff
Hidalgo County Sheriff's Office

DATE: February 22, 2016

RE: Racial Profiling Report

Attached you will find the 2015 Racial Profiling Report. It is submitted in accordance with and adherence to Article 2.133 of the Texas Code of Criminal Procedure.

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



HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

RACIAL PROFILING REPORT 2015

The 2015 Racial Profiling Report is statistical data collected from traffic stops from January 1, 2015 through December 31, 2015. It is submitted in accordance with and adherence to Article 2.133 of the Texas Code of Criminal Procedure.

The information contained within this packet is availabe to the public in accordance with the Texas Open Records Act.

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

TABLE OF CONTENTS

SEC. I	POPULATION
SEC. II	DETENTION DISPOSTIONS BY RACE
SEC. III	SEARCH STATUS BY RACE
SEC. IV	RACIAL PROFILING REPORT SUBMITTED TO TCOLE
SEC. V	2015 SUPPLEMENT SURVEY PROFILE FOR HIDALGO COUNTY U.S. CENSUS BUREAU

POPULATION INFORMATION

SECTION 1 POPULATION

ESTIMATED POPULATION FOR HIDALGO COUNTY IN 2014 IS :

- **831,073**

ESTIMATED RACIAL MAKE UP BY POPULATION FOR HIDALGO COUNTY IS

806,141	WHITE
7,480	AFRICAN AMERICAN
4,155	NATIVE AMERICAN
9,142	ASIAN
3,324	MULTI RACIAL

ETHNICITY

757,939	HISPANICS
59,006	NON HISPANICS

ESTIMATED RACIAL MAKEUP BY POPULATION PERCENTAGES

97.00%	WHITE
0.90%	AFRICAN AMERICAN
0.50%	NATIVE AMERICAN
1.10%	ASIAN
0.40%	MULTI RACIAL

ETHNICITY

91.2%	HISPANICS
7.1%	NON HISPANICS

FROM THE REPORTED POPULATION, IT IS EVIDENT THAT HISPANICS MAKEUP THE LARGEST SEGMENT OF THE POPULATION FOR HIDALGO COUNTY.

HIDALGO COUNTY SHERIFF'S OFFICE
RACE REPORT
RACIAL PROFILE 01/01/2015 THRU 12/31/2015

RACE		SUBTOTAL
AFRICAN		
	WARNINGS	24
	CITATIONS	5
	TOTAL AFRICAN	29
ASIAN		
	WARNINGS	11
	CITATIONS	7
	TOTAL ASIAN	18
CAUCASIAN		
	WARNINGS	3238
	CITATIONS	1749
	TOTAL CAUCASIAN	4987
HISPANIC		
	WARNINGS	4160
	CITATIONS	2748
	TOTAL HISPANIC	6908
MIDDLE EASTERN		
	WARNINGS	9
	CITATIONS	4
	TOTAL MIDDLE EASTERN	13
NATIVE AMERICAN		
	WARNINGS	3
	CITATIONS	0
	TOTAL NATIVE AMERICANS	3
	TOTAL RACE	11958
	TOTAL WARNINGS	7445
	TOTAL CITATIONS	11958

HIDALGO COUNTY SHERIFF'S OFFICE

SEARCH REPORT

RACIAL PROFILE 01/01/2015 THRU 12/31/2015

SEARCH CONDUCTED	YES	231
SEARCH CONDUCTED	NO	11727
GRAND TOTAL		11958

TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name:	HIDALGO CO. SHERIFF'S OFFICE
Reporting Date:	02/22/2016
TCOLE Agency Number:	215100
Chief Administrator:	J.E.
Agency Contact Information:	Phone: (956)383-8114 Email: rick.enriquez@hidalgoso.org Mailing Address: HIDALGO CO. SHERIFF'S OFFICE 711 EL Cibolo Road Edinburg, TX 78540

This Agency claims partial racial profiling report exemption because:
Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling
HIDALGO CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

(1) clearly defines acts constituting racial profiling;

(2) strictly prohibits peace officers employed by the HIDALGO CO. SHERIFF'S OFFICE from engaging in racial profiling;

(3) implements a process by which an individual may file a complaint with the HIDALGO CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the HIDALGO CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;

(4) provides public education relating to the agency's complaint process;

(5) requires appropriate corrective action to be taken against a peace officer employed by the HIDALGO CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the HIDALGO CO. SHERIFF'S OFFICE's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: ***J.E.***
Chief Administrator

HIDALGO CO. SHERIFF'S OFFICE

Date: 02/22/2016

HIDALGO CO. SHERIFF'S OFFICEMotor Vehicle Racial Profiling Information

Number of motor vehicle stops:

1. **11791** citation only
2. **117** arrest only
3. **50** both

4. **11958 Total** (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

5 **29** African
6. **18** Asian
7. **4987** Caucasian
8. **6908** Hispanic
9. **13** Middle Eastern
10. **3** Native American

11. **11958 Total** (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

12. **0** Yes
13. **11958** No

14. **11958 Total** (lines 4, 11, 14 and 17 must be equal)

Search conducted?

15. **231** Yes
16. **11727** No

17. **11958 Total** (lines 4, 11, 14 and 17 must be equal)

Was search consented?

18. **206** Yes
19. **25** No

20. **231 Total** (must equal line 15)

Search

State & County QuickFacts

NOTE: This version of QuickFacts will no longer be updated with new data. Please visit the new for the latest data.

Hidalgo County, Texas

People QuickFacts	Hidalgo County	Texas
Population, 2014 estimate	831,073	26,956,958
Population, 2010 (April 1) estimates base	774,773	25,146,104
Population, percent change - April 1, 2010 to July 1, 2014	7.3%	7.2%
Population, 2010	774,769	25,145,561
Persons under 5 years, percent, 2014	9.7%	7.3%
Persons under 18 years, percent, 2014	33.6%	26.4%
Persons 65 years and over, percent, 2014	10.4%	11.5%
Female persons, percent, 2014	51.2%	50.4%
White alone, percent, 2014 (a)	97.0%	80.0%
Black or African American alone, percent, 2014 (a)	0.9%	12.5%
American Indian and Alaska Native alone, percent, 2014 (a)	0.5%	1.0%
Asian alone, percent, 2014 (a)	1.1%	4.5%
Native Hawaiian and Other Pacific Islander alone, percent, 2014 (a)	Z	0.1%
Two or More Races, percent, 2014	0.4%	1.8%
Hispanic or Latino, percent, 2014 (b)	91.2%	38.6%
White alone, not Hispanic or Latino, percent, 2014	7.1%	43.5%
Living in same house 1 year & over, percent, 2009-2013	87.2%	82.8%
Foreign born persons, percent, 2009-2013	29.3%	16.3%
Language other than English spoken at home, pct age 5+, 2009-2013	84.9%	34.7%
High school graduate or higher, percent of persons age 25+, 2009-2013	61.8%	81.2%
Bachelor's degree or higher, percent of persons age 25+, 2009-2013	15.9%	26.7%
Veterans, 2009-2013	23,155	1,583,272
Mean travel time to work (minutes), workers age 16+, 2009-2013	21.6	25.0
Housing units, 2014	261,184	10,426,080
Homeownership rate, 2009-2013	68.4%	63.3%
Housing units in multi-unit structures, percent, 2009-2013	16.3%	24.2%
Median value of owner-occupied housing units, 2009-2013	$78,100	$128,900
Households, 2009-2013	217,691	8,886,471
Persons per household, 2009-2013	3.60	2.82
Per capita money income in past 12 months (2013 dollars), 2009-2013	$14,222	$26,019
Median household income, 2009-2013	$34,146	$51,900
Persons below poverty level, percent, 2009-2013	34.8%	17.6%

Business QuickFacts	Hidalgo County	Texas
Private nonfarm establishments, 2013	11,678	547,190[1]
Private nonfarm employment, 2013	178,553	9,683,567[1]
Private nonfarm employment, percent change, 2012-2013	1.9%	3.3%[1]
Nonemployer establishments, 2013	66,167	2,039,732
Total number of firms, 2007	65,497	2,164,852
Black-owned firms, percent, 2007	S	7.1%
American Indian- and Alaska Native-owned firms, percent, 2007	1.1%	0.9%
Asian-owned firms, percent, 2007	1.8%	5.3%
Native Hawaiian and Other Pacific Islander-owned firms, percent, 2007	S	0.1%
Hispanic-owned firms, percent, 2007	66.6%	20.7%
Women-owned firms, percent, 2007	30.6%	28.2%
Manufacturers shipments, 2007 ($1000)	1,503,200	593,541,502
Merchant wholesaler sales, 2007 ($1000)	4,301,122	424,238,194

Retail sales, 2007 ($1000)	7,898,809	311,334,781
Retail sales per capita, 2007	$11,254	$13,061
Accommodation and food services sales, 2007 ($1000)	757,984	42,054,592
Building permits, 2014	3,473	166,982

Geography QuickFacts	Hidalgo County	Texas
Land area in square miles, 2010	1,570.87	261,231.71
Persons per square mile, 2010	493.2	96.3
FIPS Code	215	48
Metropolitan or Micropolitan Statistical Area	McAllen-Edinburg-Mission, TX Metro Area	

1: Includes data not distributed by county.

(a) Includes persons reporting only one race.
(b) Hispanics may be of any race, so also are included in applicable race categories.

D: Suppressed to avoid disclosure of confidential information
F: Fewer than 25 firms
FN: Footnote on this item for this area in place of data
NA: Not available
S: Suppressed; does not meet publication standards
X: Not applicable
Z: Value greater than zero but less than half unit of measure shown

Source U.S. Census Bureau: State and County QuickFacts. Data derived from Population Estimates, American Community Survey, Census of Population and Housing, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits
Last Revised: Wednesday, 02-Dec-2015 10:03:51 EST

AI-53298 Sheriff's Office 8. B.

CC - REGULAR

Meeting Date: 02/23/2016

Submitted For: Myra Montoya, SHERIFF DEPT. Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Pursuant to Hidalgo County Cellular Telephone Policy (AT&T, DIR-SDD-1777, presentation for consideration, acceptance and approval of Cellular Phone Request form (Data Link Card Request) for the following: Approval for requisition # 292208 for 8 Data Link Hosted Access for vehicle modems @ $37.99 per device.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-421-00-280-001-0-532

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

BUDGETARY IMPACT:

Attachments

AT&T Data Cards

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	02/05/2016 02:40 PM
Budget & Management	Veronica Ortiz	02/10/2016 04:51 PM
Merlen P. Munoz	Merlen P. Munoz	02/11/2016 09:34 AM
Purchasing Department	Marty Salazar	02/11/2016 11:37 AM

Form Started By: Myra Montoya Started On: 02/05/2016 01:32 PM

Final Approval Date: 02/11/2016

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☑ Other: AT&T 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: 6-1100-421-00-280-001-0--532

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

Requisition Total: 607.84 **Requisition Number:** 292208

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

Signature	Print Name	Date
	Raul Cantu	02/03/2016

(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:** AT&T DATA LINK HOSTED

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

at&t

2/1/2016

Hidalgo County Sheriff's Office

Provided by
Hector Orellana
Client Solutions Executive 2
956-605-4849
956-630-8403
ho9555@att.com
721 Beech Ave.
McAllen, TX 78539

CELLULAR VOICE and DATA ACCESS SERVICES CONTRACT

State of Texas DIR Contract: DIR-SDD-1777

Ban number-
Fan number

Customer contact:
Capt. Richard Ozuna
956-393-6022

Service	Quantity	Retail	DIR Cost	Monthly Cost:
DataConnect Government Unlimited Data - Monthly SOC: LTEDDUG	8	$69.99	$37.99	$ 303.92

Product	Quantity	Retail	DIR Cost	One Time Cost:

Accessory	Quantity	Retail	DIR Cost	One Time Cost:
*Payment must be made within 30 days of receiving equipment			Total Amount Due:	See quote price below

AI-53492 Sheriff's Office 8. C.

CC - REGULAR

Meeting Date: 02/23/2016

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval to accept the award for K9s4COPS grant.
2. Approval and authorization for County Judge, as authorized official, to sign terms and conditions agreement and any other required documents.

BACKGROUND

Approval to apply for grant was given on CC agenda of 02/16/16 (AI#53400).

Fiscal Impact

Attachments

award

terms

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas (Originator)	Emilia Uriegas	02/19/2016 02:34 PM
Budget & Management	Veronica Ortiz	02/19/2016 02:42 PM
Final Approval	Monica Badillo	02/19/2016 04:54 PM

Form Started By: Emilia Uriegas Started On: 02/19/2016 02:24 PM

Final Approval Date: 02/19/2016

K9s4COPs INC.
501 (C)(3) NON-PROFIT
TIN 27-3659405

February 22, 2016

To Whom This May Concern,

On behalf of K9s4cops, we would like to congratulate Hidalgo Sheriff's office's grant for a canine. Your canine handler and trainer may now schedule a viewing and selection of canines at our vendor Houston K9 Academy.

I have included the contact for the owners Jason and Yasmin "Jaz" Stanze below.

Once your canine has been selected, please forward all appropriate grant paperwork to K9s4cops.

Welcome Aboard!

Sincerely,

Kristi Schiller
Founder/Chairman

K9 Academy
6321 Bissonnet Street
Houston, Texas 77074
281.841.3579

Send paperwork to: Chris@K9s4COPS.org

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

February 17, 2016

K9s4COPs
5858 Westhelmer, Suite 700
Houston, TX 77057

Re: Acceptance of GrantK9s4COPs:

In accepting a Grant from K9s4COPs, we agree to receive a police service dog from your grant only for the purposes for which the grant was made and in accordance with Section 501(c)(3), Section 4945 and other applicable provisions of the Internal Revenue Code. We also accept and agree to the conditions of your K9s4COPs Grant Terms and Condition, a copy of which is attached to this letter.

We agree to provide you with progress reports of information as often as required, either by K9s4COPs or under the applicable provisions of the Internal Revenue Code, with respect to any grant made by K9s4COPs to this organization. K9s4COPs may have full and complete access to our files and financial records relating to the grant and/or our tax status. We also agree to notify you of any changes in our tax status before or during the period the grant is being used.

We understand that grants made to us by K9s4COPs may be discontinued, modified, or withheld, if, in K9s4COPs sole judgment such action is necessary to comply with the requirements of the K9s4COPs Grant Terms and Conditions and law.

An authorized official of this organization signs this acceptance of the Grant Terms and Conditions, including but not limited to the indemnification provisions. An authorized official is an official with my organization who has authority to legally bind the organization. We have also completed the attached organization contact information form to expedite the delivery of the grant.

Very truly yours,

J.E. "Eddie" Guerra, Sheriff
Hidalgo County Sheriff's Office

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

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

February 17, 2016

K9s4COPs
5858 Westhelmer, Suite 700
Houston, TX 77057

I am writing this letter to support my organization's grant application to receive a police service dog(s) from the K9s4COPs foundation.

I certify that our organization's grant application has been presented to me and that I am satisfied the statements contained therein are true and correct.

Our organization can provide for the financial expenses of a police service dog(s) and has the equipment and experience necessary for the support and maintenance of our granted dog(s).

I give the proposed K9s4COPs grant application for a police service dog(s) my fullest support. I sign this letter as an authorized official with the authority to represent my organization and accept liability for all representations made herein.

Please contact me at (956) 383-8114 if I can be of any further assistance.

Sincerely,

J.E. "Eddie" Guerra, Sheriff
Hidalgo County, Texas
Hidalgo County Sheriffs Office

JEG/rs

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

The Application Process

This application is a request for a police service dog that is brought before our Executive Board for consideration. This application process does not guarantee a police service dog will be placed with your organization. We take great care in our selection process to ensure the grant of a police service dog is being placed with an agency that has the financial capability to care of the police service dog and has the experience necessary to utilize this highly trained asset to the greatest extent possible.

K9s4COPs will follow up with your organization by email or phone for additional information and/or documentation to better evaluate your request.

Please complete the application and attach any letters or additional information you deem necessary to support your request to the email or address listed below.

Email: Info@K9s4COPs.org
Mail: K9s4COPs Inc.,
5858 Westheimer, Suite 700
Houston, TX 77057
Phone: 713-523-2677

All completed applications will be submitted for consideration to the Executive Board. K9s are granted on a quarterly basis. If your agency is chosen as a grant recipient, K9s4COPs will contact you and advise the next step in the process. If your department is not selected as a grant recipient, your application will remain on file for 18 months. After 18 months, we ask that you submit another application with up to date information.

For more details please check out the Grant Criteria page.

PLEASE COMPLETE THE FOLLOWING APPLICATION:

Organization Name: Hidalgo County Sheriff's Office

Street Address: 711 East El Cibolo Road
City, State and Zip: Edinburg,Texas 78539
County: Hidalgo County

Primary Contact for Questions on this Application: Sr. Deputy Javier Solis

Daytime Phone: 956-222-9417 E-mail Address: Javier.Solis@hidalgoso.org

Section 1 Law Enforcement Agency and Community

The following questions help our organization understand the agency and community requesting a POLICE SERVICE DOG (K-9).

1.) Which law enforcement agency is requesting a POLICE SERVICE DOG (K9)?
Hidalgo County Sheriff's Office

2.) What is the name of the city or county making the request?
Hidalgo County Texas

3.) What is the population of the city, and/or county you will be patrolling?
815,996 (2013 census)

4.) What are the square miles of the city and/or county you will be patrolling?
Total square miles 1,583

5.) Is there a POLICE SERVICE DOG (K9) unit in your law enforcement agency?
Yes

A. If so, how long has the unit been operational?
Our current canine unit has been active since 2005

6.) Is this request for a POLICE SERVICE DOG to launch a POLICE SERVICE DOG (K9) unit in your agency?
No. The request for a police service dog is being made to fill in a vacancy for a recently deceased police dog.

A. If so, does anyone with the agency have any past experience with K9 in law enforcement? Or where do you plan on receiving your initial training?

Our agency does have a certified police canine trainer who is a national certifying official for the National Narcotic Detector Dog Association. The initial training for this dog will be with the Harris County Sheriff's Office Academy.

7.) What is the size of your law enforcement agency?

300 deputies (Approx. 100 assigned to patrol), 500 Detention Officers and about 100 civilian staff.

8.) How many POLICE SERVICE DOG (K9) officers in your unit?

Currently we have 7 dual purpose certified handlers and 1 single purpose certified handler.

9.) How many POLICE SERVICE DOG (K9) officers have dogs?

Currently only 7 of our 8 handlers have a police canine.

10.) What is the time frame dictating the need of the POLICE SERVICE DOG?

We need to replace our fallen canine as soon as possible.

11.) Are there any neighboring agencies with POLICE SERVICE DOG (K9) units? If so what is the distance?

Several of the municipalities within our county do have canine units and most of the distance is within a 20 mile range.

12.) If you have a K9 unit, how much training time is allotted per month to train?

Currently our canine unit is allotted a weekly 10 hour day to train which allows 40 hours a month for training, They are also given one 40 hour week once a year for advanced training and problem solving.

13.) Will your department provide a letter of support to K9s4COPS, outlining what they will provide for the K9 and the handler? For example food, housing for dog, vehicle equipment, training, or training time for the handler. Please submit with application.

Yes. Currently our agency already provides the above mentioned for every canine team.

14.) Has a POLICE SERVICE DOG (K9) ever died in your department for any other reason than in the line of duty or health or age?

One police service dog did manage to escape from a home kennel and was subsequently killed by traffic. As a result, an investigation was conducted which found no wrong doing by the handler and the incident was classified as an accident. No other police dog has ever died from unnatural or job related causes.

15.) Has your department raised funds for your K9 Unit? If so, how much?

No. Our police canine program has a yearly budget of approximately $11,500 dollars.

16.) Would your department be willing to participate or put on your own fundraiser for K9s4COPs?

Yes

Section 2 Type of POLICE SERVICE DOG (K-9) Being Requested

We do not train K9s or accept dogs as donations. We do require award recipients to use our kennel(s) of choice when selecting their K9. Our kennel(s) of choice are able to provide a broad selection of K9s for our clients. Training will be through our kennel(s) of choice or through an approved provider, which has been vetted by members of our Advisory Board and approved by the Executive Board. We go through lengthy measures to ensure that recipients are satisfied with their K9 selections and they receive all necessary documentation including K9 health check-ups, required certifications and K9 passports.

All award recipients are required to make arrangements to obtain their K9 and complete the required training within 90 (ninety) days notification of award, otherwise the recipient will forfeit their award.

Although most agencies request dogs titled Single or Dual purpose dogs, to avoid confusion we have listed the different disciplines of training received through certification of credible vendors. Please keep in mind that this process is about selecting the right dog for the right job. One dog cannot do everything so please consider the basic needs of your community when selecting the training of your dog.

Definitions:
A Single purpose dog is trained in one of the following disciplines:

1. Green Dog (untrained)
2. Imprinted with Scents
3. Patrol – trained in handler protection
4. Human odor, which is the ability to search missing people or suspects
5. Narcotics Detection
6. Explosives and Bomb Detection
7. Cadaver
8. Search and Rescue
9. Arson – Accelerant detection

A Dual purpose dog is trained in more than one discipline and they are the following:

1. Patrol and Narcotics
2. Patrol and Explosives

Please Make Selection of Specific Needs for Your Community

1. What discipline type of **SINGLE** purpose dog are you requesting? Please choose one:
    a. Patrol – may be trained in handler protection, or in human odor, which is the ability to search for people, missing, or suspects
    b. Narcotics Detection
    c. Explosives and Bomb Detection
    d. Cadaver
    e. Arson – Accelerant detection
    f. Other (please explain)

2. What discipline type of DUAL purpose dog are you requesting? Please choose one.
   a. Patrol and Narcotics
   b. Patrol and Explosives
   c. Other (please explain)

3. Is your organization requesting assistance with the purchase of a green dog and your certified in-house trainer will do the training? If so, and there is a trainer with your agency. Please list experience and qualifications.

No. Our handler will be attending the Harris County Sheriff's Office Academy

4. Are you requesting more than one (1) dog? If so, please list the disciplines each dog must have. NO

5. Does your organization have a preference for a particular breed? Explain the reason for the particular breed.

   We prefer Belgian malinois, dutch shepherds, or german shepherds due to their agility and drive for the type of work required. Our terrain requires an agile dog with speed, and endurance due to the unique weather associated with South Texas.

6. Do you have a Standard Operating Procedure (SOP) or mandatory certification that the dog must have?

   a. If yes, please specify:
   b. If no, K9s4COPs recommends NNDDA (http://www.nndda.org/) certification. Is that acceptable?

   Our canine program adheres to the standards set forth by the N.N.D.D.A.

7. Do you have a medical and welfare system set up for patrol dogs?

   Yes. Our current contracted vet service is Four Paws Animal Hospital in Edinburg, Texas under Dr. Justin Cerell, D.V.M.

8. Does your organization provide for the financial expenses of patrol dog maintenance? If so, please explain.

   Yes. Our canine program has a yearly budget of about $11,500 dollars. Everything required to keep the health and maintenance of our police dogs is provided to the handlers at the expense of the agency and county. This includes food, vet services, medications, equipment, training, and other associated expenses.

9. Do you have equipment necessary for maintenance of the dog (i.e. leashes, collars, harnesses, crate, a built in cage for the car, heat alarm, etc.)?

Yes. Police Dog equipment is purchased and replaced yearly and as needed due to wear and tear. Every vehicle has a professional canine insert installed and currently 3 vehicles have heat monitoring systems.

Section 3 Handlers and Trainers

Because we take great care in placing our POLICE SERVICE DOGS (K9) with qualified organizations, we want to ensure they will be cared for by experience certified handlers. Please tell us about your POLICE SERVICE DOG (K9) handler's certifications and POLICE SERVICE DOG (K9) experience.

1.) How many years of law enforcement service does the handler possess?

15 years

2.) How many years of POLICE SERVICE DOG (K9) Unit service?

7 years

3.) What training or certifications does the handler hold?

Narcotic Detector Dog Handler Course, Patrol Service Dog Handler Course, Tracking Handler, S.W.A.T. Operator, Crisis Intervention, Tactical Patrol, TACDOG Course.

4.) What type of POLICE SERVICE DOG (K9) handler program re-certifications do you attend?

All our handlers attend a yearly 40 hour TCOLE approved in-house course along with a yearly recertification course through the National Narcotic Detector Dog Association.

5.) What experience does the handler have working a dog on the street?

The selected handler has worked on patrol for the last 7 years assisting in various aspects of police canine work to include tracking and apprehension of criminals, assisting our narcotic unit with detection of drugs, highway criminal interdiction, and assisting various federal police agencies such as DEA, FBI, and U.S. Marshal Service.

6.) What type of dog has the handler worked with (single, dual, cadaver, etc.)?

The handler had been working with his canine partner who was a dual trained police dog certified in patrol, narcotic detection, tracking, and evidence recovery for the past 7 years.

7.) There is also the need for maintenance or sustainment training. Please explain how your organization will provide for this continued training?

Our agency has a certified police canine trainer who is responsible for the weekly training of all police canine teams within the agency. A ten hour day is designated weekly for every canine team to attend allowing all teams to have 40 hours a month designated specifically for canine training. The canine trainer is responsible to ensure that all teams are in compliance with the standards set forth in our policy and procedure canine manual. All training is under the direction of the Hidalgo County Sheriff's Office Training Academy who is an accredited facility recognized under the Texas Commission of Law Enforcement. (TCOLE)

If there is more than one handler, please use the following space to explain.

There will only be one handler designated to handle the police dog.

Section 4 About Your Organization

Please provide any additional details you believe would assist K9s4COPs in understanding your agency's need for patrol dogs.

Our county is located directly on the border between the United States and Mexico. Our county houses one of the most utilized drug corridors which Mexican cartels are constantly fighting to control. Over the past several years our county has been witness to the violence and bloodshed which is a direct result of the cartel wars in Mexico. Several of our communities sit directly on the Rio Grande River between the Mexican and U.S. border. Our agency has been at the forefront of on ongoing battle to help protect and secure our borders. Our police canine units have been instrumental in helping fight this ongoing war on crime. Our canine unit assists several municipalities who do not have police canines. We also assist federal police agencies such as the D.E.A., F.B.I., and Homeland Security.

K9s4COPs Grant Agreement
Contact Information Form

Please complete this form and turn in with your signed Grant Agreement.

1. Authorizing Official – individual with the organization that has authority to legally bind the organization.
Name: Ramón García, County Judge
Street Address: 100 E. Cano St. 2nd Floor
City: State: Edinburg, Texas Zip: 78539
Daytime Phone: 956-318-2600
Cell Phone: 956-318-2600
E-mail Address: countyjudge@co.hidalgo.tx.us

2. Highest of Level of Command (If not Authorizing Official) – individual who is commander of the law enforcement agency.
Name: J.E, "Eddie" Guerra, Sheriff
Street Address: 711 E. El Cibolo Road
City: State: Edinburg, Texas Zip: 78542
Daytime Phone: 956-383-8114
Cell Phone: 956-383-8114
E-mail Address: Sheriff.guerra@hidalgoso.org

3. Public Relations Officer – individual who will be executing any media requests.
Name: JP Rodriguez, Sergeant
Street Address: 711 E. El Cibolo Road
City: State: Edinburg, Texas Zip: 78542
Daytime Phone: 956-289-0452
Cell Phone: 956-289-0452
E-mail Address: josep1.rodriguez@hidalgoso.org

4. Point of Future Contact – individual who will be completing semi-annual reports.
Name: Frank Guerrero, Lieutenant
Street Address: 711 E. El Cibolo Road
City: State: Edinburg, Texas Zip: 78542
Daytime Phone: 956-383-8114
Cell Phone: 956-793-4807
E-mail Address: frank.guerrero@hidalgoso.org

K9s4COPs Grant Agreement Terms and Conditions

The grants made by K9s4COPs may be discontinued, modified, or withheld, if, in the sole discretion of K9s4COPs such action is necessary to comply with the requirements of the K9s4COPs Grant Terms and Conditions, necessary to comply with federal, state, or local laws, or it is in the best interest of the police service dog.

This grant and notice of approval are also subject to your performance of the following terms and conditions:

1. Arrangements to select and pick up K9 from a K9s4COPs approved vendor must be made by the following K9s4COPs Roll Call or the department forfeits the grant.

2. Report will be submitted to K9s4COPs annually, stating the current health of the police service dogs granted including veterinary records.

3. Report will be submitted to K9s4COPs semi-annually, stating what is being accomplished in the community/school district by the police service dog granted.

4. Report will be submitted to K9s4COPs with the current name of handler and if there is ever a change in the handler.

5. Your organization consents that representatives of K9s4COPs may have access to your files and records for the purpose of auditing health verifications, safe vehicle transport and investigations as it deems necessary with reference to the police service dogs granted.

6. K9s4COPs may, at its expense, monitor and conduct an evaluation of operations, safe transport retrofitted with a proactive environmental and temperature management and alarm system.

7. Your organization shall immediately give written notice to K9s4COPs if your organization ceases to be exempt from Federal income taxes under the provisions of Section 501 (c) (3) of the Internal Revenue Code, or if the purpose and mission of your organization substantially changes.

8. By making this grant, K9s4COPs assumes no financial or legal obligation to provide future or continuing support to your organization.

9. Your organization agrees to assume all liability for all acts of the service dog, as permitted by state law. Further, your organization hereby releases and agrees to release, defend, indemnify, and hold K9s4Cops, Inc. and its employees, officers, directors, agents, representatives and volunteers ("Indemnified Parties") harmless from and against all claims, demands, causes of action, suits, damages, liabilities, losses, and expenses including court costs and reasonable attorney's fees, and all loss, damage, personal injury, or death resulting to K9s4Cops, Inc., its employees, officers, directors, agents, representatives and volunteers, and any third parties, arising out of or in connection with the activities to be undertaken by the service dog for the benefit of your organization. THIS INDEMNITY, RELEASE, AND HOLD HARMLESS AGREEMENT APPLIES REGARDLESS OF WHETHER THE CLAIM, DEMAND, LOSS, INJURY OR LIABILITY IS CAUSED, IN WHOLE OR IN PART BY AN INDEMNIFIED PARTY, INCLUDING WITHOUT LIMITATION CLAIMS ARISING OUT OF OR RESULTING, IN WHOLE OR IN PART, FROM THE INDEMNIFIED PARTY'S SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, OR FAULT, BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PARTIES ACKNOWLEDGE THAT THIS STATEMENT COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS.

10. In the event that K9s4COPs wishes to issue a news release concerning the grant, a copy of the proposed release will be submitted to your organization prior to the release.

11. Police service dogs granted shall be returned to K9s4COPs under the following circumstances:

a. In the event that your organization loses its tax-exempt status under Federal tax laws or substantially changes its purpose and mission.
b. If your organization fails to comply with any portion of the conditions here within agreed upon, police service dogs granted shall be returned to K9s4COPs.

The foregoing terms and conditions are intended to help us satisfy the requirements of the Tax Reform and Relief Act of 1969. Revision of these terms may be necessitated from time to time to meet the requirements of the Internal Revenue Code, regulations or tax rulings, or other requirements of law.

February 23, 2016

Ramon Garcia, County Judge
County of Hidalgo
Hidalgo County, Texas

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This grant and notice of approval are also subject to your performance of the following terms and conditions:

1. Arrangements to select and pick up K9 from a K9s4COPs approved vendor must be made by the following K9s4COPs Roll Call or the department forfeits the grant.

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4. Report will be submitted to K9s4COPs with the current name of handler and if there is ever a change in the handler.

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8. By making this grant, K9s4COPs assumes no financial or legal obligation to provide future or continuing support to your organization.

9. Your organization agrees to assume all liability for all acts of the service dog, as permitted by state law. Further, your organization hereby releases and agrees to release, defend, indemnify, as permitted by state law and hold K9s4Cops, Inc. and its employees, officers, directors, agents, representatives and volunteers ("Indemnified Parties") harmless from and against all claims, demands, causes of action, suits, damages, liabilities, losses, and expenses including court costs and reasonable attorney's fees, and all loss, damage, personal injury, or death resulting to K9s4Cops, Inc., its employees, officers, directors, agents, representatives and volunteers, and any third parties, arising out of or in connection with the activities to be undertaken by the service dog for the benefit of your organization. THIS INDEMNITY, RELEASE, AND HOLD HARMLESS AGREEMENT APPLIES REGARDLESS OF WHETHER THE CLAIM, DEMAND, LOSS, INJURY OR LIABILITY IS CAUSED, IN WHOLE OR IN PART BY AN INDEMNIFIED PARTY, INCLUDING WITHOUT LIMITATION CLAIMS ARISING OUT OF OR RESULTING, IN WHOLE OR IN PART, FROM THE INDEMNIFIED PARTY'S SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY, OR FAULT, BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PARTIES ACKNOWLEDGE THAT THIS STATEMENT COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS.

10. In the event that K9s4COPs wishes to issue a news release concerning the grant, a copy of the proposed release will be submitted to your organization prior to the release.

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a. In the event that your organization loses its tax-exempt status under Federal tax laws or substantially changes its purpose and mission.
b. If your organization fails to comply with any portion of the conditions here within agreed upon, police service dogs granted shall be returned to K9s4COPs.

The foregoing terms and conditions are intended to help us satisfy the requirements of the Tax Reform and Relief Act of 1969. Revision of these terms may be necessitated from time to time to meet the requirements of the Internal Revenue Code, regulations or tax rulings, or other requirements of law.

February 23, 2016

Ramon Garcia, County Judge
County of Hidalgo
Hidalgo County, Texas

Executive Office 9. A.

AI-53500

CC - REGULAR
Meeting Date: 02/23/2016
Submitted By: Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

1. Consideration and possible approval of financial assistance for the proposed affordable housing project known as
Villa Verde

2. Consideration and possible approval of financial assistance for the proposed affordable housing project known as
Starlight Development

3. Consideration and possible approval of financial assistance for the proposed affordable housing project known as
Palmera Heights

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/19/2016 03:53 PM
Final Approval	Veronica Ortiz	02/19/2016 03:53 PM
Glinda Pacheco	Glinda Pacheco	02/19/2016 04:42 PM

Form Started By: Monica Badillo Started On: 02/19/2016 03:42 PM
Final Approval Date: 02/19/2016

Adult Probation 11. A.

AI-53455

CC - REGULAR
Meeting Date: 02/23/2016
Submitted For: Maria Castilleja, ADULT PROBATION
Submitted By: Maria Castilleja, ADULT PROBATION
Department: ADULT PROBATION

Information

CAPTION

Approval of Resolutions for the following 2017 Criminal Justice Division grants:
Domestic Violence Court Grant #3110401
DWI Court Grant #2413907
Veteran's Court Grant #2431506
Prostitution Court Grant #2752004
Re-entry Court Grant #2800303
Misdemeanor DWI Court Grant #2881402
Mental Health Court Grant #

BACKGROUND

Approval of Resolutions for the following 2017 Criminal Justice Division grants:
Domestic Violence Court Grant #3110401
DWI Court Grant #2413907
Veteran's Court Grant #2431506
Prostitution Court Grant #2752004
Re-entry Court Grant #2800303
Misdemeanor DWI Court Grant #2881402
Mental Health Court Grant #

Fiscal Impact

Attachments

Domestic Violence Court
Prostitution Court
Re-entry Court
Veteran's Court
Misdemeanor DWI Court
DWI Court
Resolution
backup

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/19/2016 09:31 AM
Final Approval	Monica Badillo	02/19/2016 04:54 PM

Form Started By: Maria Castilleja Started On: 02/17/2016 04:03 PM

Final Approval Date: 02/19/2016

Hidalgo County Domestic Violence Court

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County Domestic Violence Court be operated for the 2017 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Arnold K. Patrick, Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County Domestic Violence Court to the Office of the Governor, Criminal Justice Division.

Signed by:

County Judge

Passed and Approved this _____ day of _____ 2016

Grant Number: _3110401_____

Hidalgo County Prostitution Court Program

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County Prostitution Court Program be operated for the 2017 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Arnold K. Patrick, Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the the Hidalgo County Prostitution Court Program to the Office of the Governor, Criminal Justice Division.

Signed by:

County Judge

Passed and Approved this _____ day of _____ 2016

Grant Number: _2752004_____

Hidalgo County CSCD Re-entry Court

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County CSCD Re-entry Court be operated for the 2017 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Arnold K. Patrick, Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County CSCD Re-entry Court to the Office of the Governor, Criminal Justice Division.

Signed by:

County Judge

Passed and Approved this _____ day of _____ 2016

Grant Number: _2800303_____

Hidalgo County Veteran's Court

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County Veteran's Court be operated for the 2017 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Arnold K. Patrick, Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County Veteran's Court to the Office of the Governor, Criminal Justice Division.

Signed by:

County Judge

Passed and Approved this _____ day of _____ 2016

Grant Number: _2431506_____

Misdemeanor DWI Court

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Misdemeanor DWI Court be operated for the 2017 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Arnold K. Patrick, Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Misdemeanor DWI Court to the Office of the Governor, Criminal Justice Division.

Signed by:

County Judge

Passed and Approved this _____ day of _____ 2016

Grant Number: _2881402_____

Hidalgo County DWI Court

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County DWI Court be operated for the 2017 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Arnold K. Patrick, Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County DWI Court to the Office of the Governor, Criminal Justice Division.

Signed by:

County Judge

Passed and Approved this _____ day of _____ 2016

Grant Number: _2413907_____

Hidalgo County Mental Health Court

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County Mental Health Court be operated for the 2017 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Arnold K. Patrick, Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County Mental Health Court to the Office of the Governor, Criminal Justice Division.

Signed by:

County Judge

Passed and Approved this _____ day of _____ 2016

Grant Number: _3046901_____

Office of the Governor

Criminal Justice Division

Funding Announcement:
Specialty Court Programs

December 30, 2015

Opportunity Snapshot

Below is a high-level overview of many of the elements of this opportunity. Full information is provided in the funding announcement that follows.

Purpose

The purpose of this announcement is to support specialty problem-solving courts as defined in Chapter 121 of the Texas Government Code. Courts allowed under this announcement include family drug court programs, adult drug court programs, juvenile drug court programs, veterans court programs, mental health court programs, commercially sexually exploited persons court programs, and problem-solving court programs that combine two or more types of court programs above into a multi-purpose program designed to bring multiple types of treatment for co-occurring disorders or issues.

Funds Available

It is anticipated that up to $8.5 million may be funded under this announcement.

Budget

The minimum award amount allowed under this program is $10,000. There is no maximum award amount for this program.

Match

No match is required under this program.

Project Periods

A project funded may not exceed a 12-month period.

Organizational Eligibility

Applications may be submitted by counties and judicial districts.

Contact Information

If additional information is needed, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

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Specialty Court Programs

The goal of the Criminal Justice Division (CJD) is to provide needed funding to improve public safety and support victims of crime by filling system gaps and promoting innovative solutions to common problems. CJD is accepting applications for specialty problem-solving court programs that seek to address the underlying issues or diagnoses of offenders in an effort to reduce recidivism and save valuable time and resources for the criminal justice system. The types of court programs eligible under this funding announcement include:

- Family drug court programs
- Adult drug court programs
- Juvenile drug court programs
- Veterans court programs
- Mental health court programs
- Commercially sexually exploited persons court programs
- Problem-solving court programs that combine two or more types of courts above into a multi-purpose court designed to bring multiple types of treatment for co-occurring disorders or issues.

If you are interested in applying for a grant under this program, follow the four-step process outlined below.

- Step One - Review the Process: Get familiar with the funding announcement and the process used for this particular program.
- Step Two - Consider the Requirements: Consider the eligibility requirements as well as what will be required of successful applicants.
- Step Three - Apply in eGrants. Compile and submit your grant application. To understand how to apply online or to register for the system go to https://eGrants.gov.texas.gov.
- Step Four – Funding Decisions and Grant Acceptance. Await the funding decision, which is provided through a grant award or other notice from CJD. If you receive an award, complete the acceptance process to access funds.

Step 1: Review the Process

Timeline

Action	Date
Funding Announcement Release	December 21, 2015
Online System Opening Date	December 30, 2015
Final Date to Submit an Application	February 26, 2016 at 5PM CST
Earliest Start Date	September 1, 2016

Action	Date
Latest Start Date	November 1, 2016

Submission Method

Applicants must submit applications through via eGrants (https://eGrants.gov.texas.gov) by the deadline listed above.

Step 2: Consider the Requirements

Organizational Eligibility

Applications may be submitted by counties and judicial districts. Eligible applicants must either a) have received written verification from CJD that the court program is in compliance with Texas Government Code, Title 2, Section 121.002 (c) (1).or b) submit along with the grant application the required documents listed in Section 121.002 (c) (1).

Funding and Project Period Limits

Funding Limits. The minimum award under this program is $10,000. There is no maximum award amount under this program. Cost-effectiveness will be a significant consideration for selection.

Project Period. A project funded may not exceed a one-year grant period.

Available Funding. It is anticipated that up to $8.5 million may be funded under this announcement.

Source of Funding. State funds are authorized under Section 102.056 of the Texas Code of Criminal Procedure and Section 772.006 of the Texas Government Code, which designates CJD as the administering agency. The source of funding is a biennial appropriation by the Texas Legislature from funds collected through court costs and fees.

Texas Code of Criminal Procedure, Section 102.056 and Texas Government Code, Section 772.006 authorize the use of state funds to support criminal justice projects including specialty courts, and designate CJD as the administering agency. The source of funding is a biennial appropriation by the Texas Legislature from funds collected through court costs and fees. All awards are subject to the availability of funds appropriated by the Texas Legislature for the 2016-2017 biennium.

Match Requirement

There is no match requirement under this program.

Ineligible Costs and Activities

Grant funds may not be used to support the following services, activities, and costs:

1. Supplanting or use of grant funds to replace any other existing federal, state or local funds;
2. Inherently religious activities such as prayer, worship, religious instruction, or proselytization;
3. Lobbying;
4. Fundraising;

5. Membership dues for individuals;
6. Promotional gifts;
7. Construction, renovation, or remodeling;
8. Medical Services;
9. Any other prohibition imposed by federal, state or local law or regulation;
10. Entertainment, including amusement, diversion, social activities, and any associated costs (i.e. tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) unless there is a clear programmatic purpose and the costs are approved in advance by CJD;
11. Vehicles or equipment for government agencies that are for general agency use;
12. Weapons, ammunition, explosives or military vehicles;
13. Transportation, lodging, per diem or any related costs for participants when grant funds are used to develop and conduct training; and

Reporting Requirements

Financial and Progress Reports. At the end of each quarter of state fiscal year during the one-year grant period, grantees will be required to submit a financial status report via eGrants and a progress report via https://cjd.tamu.edu/ in the format required by CJD.

Program-Specific Requirements

Program Areas. The following types of programs are eligible under this funding announcement:

- Family drug court programs
- Adult drug court programs
- Juvenile drug court programs
- Veterans court programs
- Mental health court programs
- Commercially sexually exploited persons court programs
- Problem-solving court programs that combine two or more types of courts above into a multi-purpose court designed to bring multiple types of treatment for co-occurring disorders or issues.

Program Requirements. All programs funded under this funding announcement must comply with the following requirements.

- The court program must meet all requirements in the Texas Government Code, Section 121.002, which include:

  a) written notice of the program

  b) any resolution or other official declaration under which the program was established; and

c) a copy of the applicable community justice plan that incorporates duties related to supervision that will be required under the program.

- The court program must also be registered with the Texas Department of State Health Services, Clinical Management for Behavioral Health Services database. Information about registration procedures may be accessed at http://www.dshs.state.tx.us/cmbhs/default.shtm.
- The presiding judge of a drug court funded through this program must be an active judge holding elective office, an associate judge or magistrate assigned to preside over drug court, or a retired judge available as a sitting judge.

Program income. Applicant must agree to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant must also agree to report program income to CJD through a formal grant adjustment, to secure CJD approval prior to use of the program income, to use program income only for allowable costs, and to expend program income immediately after CJD's approval of a grant adjustment and prior to requesting reimbursement of CJD funds. For the purposes of this program, the additive method applies for the first $60,000 in program income generated. Thereafter, the deductive method applies, unless the grantee receives a waiver from CJD.

Standard CJD Requirements

CJD Regulations. Grantees must comply with the standards applicable to this funding source cited in the Texas Administrative Code (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to this funding.

Uniform Crime Reports. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the three previous years.

Criminal History Reporting. The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2010 through 2014.

Immigration and Customs Enforcement Requests. If the applicant organization is a sheriff's department or the project is providing direct resources to or is being implemented by a sheriff's department, the following certification applies: "I certify that the applicant sheriff's department (department) participates fully, and will continue throughout the grant period to participate fully, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (DHS) to (1) notify DHS of all information requested by DHS related to illegal aliens in the custody of the department, and (2) detain such aliens in accordance with requests by DHS. I further certify that the department has no policy, procedure, or agreement that limits or restricts the department's full participation in all aspects of the programs and procedures utilized by DHS to (1) notify DHS of all information requested by DHS related to illegal aliens in the custody of the department, and (2) detain such aliens in accordance with requests by DHS. I agree that failure to comply with this certification will result in CJD terminating the grant and the department shall return all funds received to CJD. Additionally, I agree that the department will remain ineligible for future CJD funding until

it can provide satisfactory evidence that the jurisdiction has been in compliance with this requirement for a period of at least one year."

Step 3: Apply via eGrants

Basics

To apply to CJD for these grants, you must complete or make sure you have already completed some standard requirements. All of the following are needed to apply within eGrants:

- Applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to http://fedgov.dnb.com/webform/displayHomePage.do).
- Applicants must be registered in the federal System for Award Management (SAM) database located at https://www.sam.gov/ and maintain an active registration throughout the grant period.
- Applicants must have or register for an account in eGrants (https://eGrants.gov.texas.gov).

Program-Specific Questions

The eGrants system will provide additional information about the requirements of applying and contents of the application. Answer these questions in Section 1, Project-Specific Questions under the Narrative tab. Following are some key aspects:

Type of Program. Check all of the boxes that apply to indicate the type(s) of court programs requested.

General Approaches. Check all of the boxes that apply to indicate the points within the justice system that apply. (pre-adjudication, post-adjudication, reentry, civil).

CJD Registration. Provide the information needed to understand if the court program has met all of the requirements for registration under Chapter 121, Government Code.

Jurisdiction. Provide the name of the court administering the Specialty Court program.

Establishment Date. If the court program has commenced operations, provide the date that it was established.

Presiding Judge. Enter the name, phone number, and email address of the Presiding Judge for the specialty court.

Specialty Court Coordinator. Enter the name, phone number and email address of the Specialty Court Coordinator. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply. Applicant must notify CJD with this information when a coordinator is appointed.
Federal Funding. Has the specialty court program ever applied for or received federal funding? If yes, provide additional information requested.

Sustainment. Applicant must be able to provide the number of years that are planned to request for continuation funding, a longer term sustainment plan or why a plan is not possible.

Project Narrative

Within eGrants, applicants will complete several narrative fields. Below is each area along with specific instructions on the minimum requirements.

Project Abstract. Provide a brief summary of the proposed project. Do not share new information here that you do not include in the questions below. This abstract is a description of your project and intended for the public and policy makers. Be sure that the summary is easy to understand by a person not familiar with your project. (Limit to 1500 characters.)

Problem Statement. Provide a description of the nature and scope of the problem that this project will address. This must be a statement of the core, underlying problem. A lack of resources is not, in and of itself, a problem.

Supporting Data. Provide supporting data, including baseline statistics and the sources of your data, to provide evidence that the problem exists, its size and scope, and its effects on the target population. Do not use statewide data for a local problem or national data for a statewide problem.

Project Approach & Activities. Provide the core information needed to understand the methodologies, approaches, and activities to be employed by the project. A reader should also be able to understand how the approach ties to solving the stated problem. Additionally, for this program, be sure to include the following as part of your response:

- Explain how the program will address the key components provided in the Texas Government Code, Title 2, Subtitle K, Specialty Courts for the specific court program for which funding is sought.
- Provide the method that will be used to access the target population.
- How will the program ensure thorough and accurate assessment of each participant to identify specific needs of each?
- How will the court program identify and address participants with multiple underlying issues or co-occurring disorders (ex. drug addiction and mental health, or veteran facing family-related legal challenges)?
- How will the court program partner with other agencies/organizations to address all identified needs of participants?
- Will the court program have Generated Program Income (GPI)? How much is the participant charged?
- Is this a regional program? If not, how will this court program work to collaborate with smaller counties to serve the rehabilitation and treatment needs of those with less access to resources.

Capacity & Capabilities. Describe the applicant organization's background as well as organizational and staff capabilities and qualifications to carry out this specific project using the methods provided above. Additionally, for this program, be sure to include the following as part of your response:

- Provide description of the team and necessary staff and role of each in achieving the court program's goals.
- List any training or certifications received that have prepared or will prepare staff to properly execute stated program goals.
- Describe your staff training plan.
- If probation officers are included in the grant budget, what are the specific duties assigned to these probation officers and how do those duties differ from those of probation officers working elsewhere.

Performance Management. Provide an understanding of how the applicant organization will measure success for this project. What are the project's goals and objectives and what are the project's performance measures, both output and outcome? How do these goals, objectives, and measures tie to the problem that the project seeks to solve? What is the current baseline information for these measures as well as the goals for the project period?

- Goals are broad statements that indicate the general intentions of the project to achieve some outcome. They do need to be measurable in and of themselves and may be abstract in nature.
- Objectives are clear, tangible, and specific statements of what the project is trying to achieve, and should be tied to making progress towards achieving the stated goals. Objectives should be expressed in the following form: To [reduce/increase/enhance/etc.] [something], by [x amount], by [dd/mm/yy date]. A project can have multiple objectives.
- Measures use data to provide verifiable, numeric information that tie to one or more of the stated objectives and indicate progress toward its achievement. Measures might include volume, time savings, cost savings, resource savings, success rates, conformance rates, timeliness, perception shifts, or other factors. (The most relevant and impactful project-specific measures must be included under the Measures tab in eGrants.)

Be sure to address the court program plan for continuous self-assessment.

Data Management. Provide an understanding of how the applicant organization plans to track and maintain the data needed to determine whether the project is meeting the goals, objectives, and measures stated above. Additionally, for this program, be sure to include the following as part of your response:

- Describe the method used for data collection. If the program uses a case management system, describe its capabilities.
- List the specific types of data that will be collected for each participant to measure the court programs performance.

Target Group. Describe the population that this project plans to help or support. For direct service projects, describe the size and basic demographics for the people served. For other projects, describe the specific geographic and demographic populations to be impacted, affected, or helped by this project. Be specific and use supporting data. Additionally, for this program, be sure to include the following as part of your response:

- Indicate whether the program focuses high risk – high (addicted and likely to reoffend) need population

Evidence-Based Practices. Describe the research or evidence that led the applicant organization to select the methods described above. Wherever possible, provide at least one citation or link to a supportive evaluation or research study. If the project approach and activities described above are not based on existing evidence, describe why the applicant organization believes the method to be promising. Additionally, for this program, be sure to include the following as part of your response:

- List the source(s) used to develop the program model. Identify the best practices (cite sources) the program will incorporate and which best practice standards the program will focus on meeting.
- How will the court program routinely assess performance in ensure adherence to best practices and to update the program where needed?

Step 4: Funding Decisions and Grant Acceptance

Selection Criteria

Merit review. The CJD executive director will assign a group, to include the Specialty Courts Advisory Council, to review all applications for quality, capability, and reasonableness of budget and to assign scores to applications. These scores will be a significant decision making factor.

Final Review. CJD will review all applications for quality, capability, and past performance and may consider other factors in determining which programs to fund such as geographic distribution, fairness among different sizes of population areas, need based on crime rate or other similar factors, including economic factors. If the interest in grant funds exceeds available funding, CJD may not fund all applications or may only award part of the amount requested. Preference may be given to mandated drug courts under the Texas Government Code, Section 123.006.

Announcements

After CJD makes final funding decisions, each applicant will receive either an unfunded notice or a preliminary decision notification or final grant award. The award will provide all of the conditions and requirements of the grant. Release of final grant awards are always contingent on CJD's receipt of the federal grant award under which the program is funded and CJD cannot release or guarantee funding to any applicant until that award is received and acceptance is processed and a determination is made that adequate funding is available. All funding decisions are final.

About CJD

Our mission at the Criminal Justice Division is to direct much needed resources to those who are committed to making Texas a safer place and those who help victims of crime to recover and feel safe again. In carrying out this mission, we are committed to helping our grantees by actively finding ways for them to accomplish their goals and by making sure that we always have our eye to identifying the approaches that work best. We envision positive and beneficial working relationships with our grantees where we provide as much assistance as is needed and where are always ready with answers, not burdensome restrictions or requirements.

CJD is providing over $250 million in funding to hundreds of organizations during state fiscal year 2016 for juvenile justice, delinquency prevention, victims services, law enforcement, prosecution, courts, specialty courts, prevention of child sex trafficking, and other types of projects to benefit Texans.



Office of the Governor

Criminal Justice Division

Funding Announcement:
Justice Assistance Grant (JAG) Program

December 30, 2015

Opportunity Snapshot

Below is a high-level overview of many of the elements of this opportunity. Full information is provided in the funding announcement that follows.

Purpose

The purpose of this announcement is to solicit applications for projects that promote public safety, reduce crime, and improve the criminal justice system.

Justice Assistance Grant (JAG) Program. Funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug enforcement programs
- Planning, evaluation, and technology improvement programs

Funds Available

It is anticipated that up to $12M may be funded under this announcement.

Process

Applicants will respond to this funding announcement by completing an application in eGrants https://eGrants@gov.texas.gov.

Budget

The minimum allowed under this program is $10,000 and there is no funding cap.

Match

There is no match requirement under this program.

Project Periods

A project funded may not exceed a 12-month period.

Organizational Eligibility

Applications may be submitted by state agencies, units of local government, independent school districts, senior universities, judicial districts, Native American tribes, and community supervision and corrections departments.

Contact Information

If additional information is needed, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

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Justice Assistance Grant Program

The goal of the Governor's Criminal Justice Division (CJD) is to provide needed funding to improve public safety and support victims of crime by filling system gaps and promoting innovative solutions to common problems. CJD is accepting applications for projects that reduce crime and improve the criminal justice system.

If you are interested in applying for a grant under this program, follow the four-step process outlined below.

- Step One - Review the Process: Get familiar with the funding announcement and the process used for this particular program.
- Step Two - Consider the Requirements: Consider the eligibility requirements as well as what will be required of successful applicants.
- Step Three - Apply in eGrants. Compile and submit your grant application. To understand how to apply online or to register for the system go to https://eGrants@gov.texas.gov.
- Step Four – Funding Decisions and Grant Acceptance. Await the funding decision, which is provided through a grant award or other notice from CJD. If you receive an award, complete the acceptance process to access funds.

Step 1: Review the Process

Timeline

Action	Date
Funding Announcement Release	December 21, 2015
Online System Opening Date	December 30, 2015
Final Date to Submit an Application	February 26, 2016 at 5PM CST
Earliest Start Date	October 1, 2016
Latest Start Date	December 1, 2016

Submission Method

Applicants must submit applications through via eGrants (eGrants.gov.texas.gov) by the deadline listed above.

Step 2: Consider the Requirements

Organizational Eligibility

Applications may be submitted by state agencies, units of local government, independent school districts, senior universities, judicial districts, Native American tribes, and community supervision and corrections departments.

Funding and Project Period Limits

Funding Limits. The minimum award under this program is $10,000.

Project Period. Grant-funded projects must begin on or after October 1, 2016 may not exceed a 12-month grant period. Grant-funded equipment only projects are generally awarded for a six-month grant period. CJD will consider any other proposed changes to the start or end dates on a case-by-case basis.

Available Funding. It is anticipated that up to $12 million may be funded under this announcement.

Source of Funding. Federal funds are authorized under the Edward Byrne Memorial Justice Assistance Grant Program (JAG), 42 U.S.C. 3751(a). JAG funds are made available through a Congressional appropriation to the United States Department of Justice. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Match Requirement

There is no match requirement under this program.

Eligible Costs and Activities

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems.

Ineligible Costs and Activities

Grant funds may not be used to support the following services, activities, and costs:

1. supplanting or use of grant funds to replace any other existing federal, state or local funds
2. inherently religious activities such as prayer, worship, religious instruction, or proselytization
3. lobbying
4. fundraising;
5. membership dues for individuals;
6. promotional gifts;
7. construction, renovation, or remodeling;
8. medical services;
9. any other prohibition imposed by federal, state or local law or regulation;

10. Entertainment, including amusement, diversion, social activities, and any associated costs (i.e. tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) unless there is a clear programmatic purpose and the costs are approved in advance by CJD;
11. Body-Worn Cameras
12. any portion of the salary of, or any other compensation for an elected or appointed government official
13. non-law enforcement vehicles or equipment for government agencies that are for general agency use
14. transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training
15. equipment, supplies, and processing DNA evidence
16. research or statistical projects or activities
17. security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety
18. law enforcement equipment that is standard department issue including uniforms, safety vest, shields, weapons, tracked armored vehicles, grenade launchers, bayonets, camouflage uniforms and ammunition; and
19. purchase of any controlled item listed at: www.bja.gov/Funding/JAGControlledPurchaseList.pdf

Reporting Requirements

Financial and Progress Reports. At the end of each quarter of state fiscal year during the one-year grant period, grantees will be required to submit a financial status report via eGrants and a progress report via https://cjd.tamu.edu/ in the format required by CJD.

Note: To fulfill its responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, and the GPRA Modernization Act of 2010, Public Law 111–352, applicants that receive funding under this solicitation must provide data that measure the results of their work done under this solicitation.

For reference, the accountability measures can be found at: www.bjaperformancetools.org/help/JAGMeasuresQuestionnaire.pdf.

Program-Specific Requirements

Projects must focus on reducing crime and improving the criminal justice system.

Program Areas. JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs.

- Prevention and education programs.
- Corrections and community corrections programs.
- Drug enforcement programs.
- Planning, evaluation, and technology improvement programs.

Program income. Applicant must agree to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant must also agree to report program income to CJD through a formal grant adjustment, to secure CJD approval prior to use of the program income, to use program income only for allowable costs, and to expend program income immediately after CJD's approval of a grant adjustment and prior to requesting reimbursement of CJD funds. For the purposes of this program, the deduction method applies. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Standard CJD Requirements

CJD Regulations. Grantees must comply with the standards applicable to this funding source cited in the Texas Administrative Code (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to this funding.

Uniform Crime Reports. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the three previous years.

Criminal History Reporting. The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2010 through 2014.

Immigration and Customs Enforcement Requests. If the applicant organization is a sheriff's department or the project is providing direct resources to or is being implemented by a sheriff's department, the following certification applies. "I certify that the applicant sheriff's department (department) participates fully, and will continue throughout the grant period to participate fully, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (DHS) to (1) notify DHS of all information requested by DHS related to illegal aliens in the custody of the department, and (2) detain such aliens in accordance with requests by DHS. I further certify that the department has no policy, procedure, or agreement that limits or restricts the department's full participation in all aspects of the programs and procedures utilized by DHS to (1) notify DHS of all information requested by DHS related to illegal aliens in the custody of the department, and (2) detain such aliens in accordance with requests by DHS. I agree that failure to comply with this certification will result in CJD terminating the grant and the department shall return all funds received to CJD. Additionally, I agree that the department will remain ineligible for future CJD funding until it can provide satisfactory evidence that the jurisdiction has been in compliance with this requirement for a period of at least one year."

Step 3: Apply via eGrants

Basics

To apply to CJD for these grants, you must complete or make sure you have already completed some standard requirements. All of the following are needed to apply within eGrants:

- Applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to http://fedgov.dnb.com/webform/displayHomePage.do).
- Applicants must be registered in the federal System for Award Management (SAM) database located at https://www.sam.gov/ and maintain an active registration throughout the grant period.
- Applicants must have or register for an account in eGrants eGrants@gov.texas.gov.

Program-Specific Questions

The eGrants system will provide additional information about the requirements of applying and contents of the application. Answer these questions in Section 1, Project-Specific Questions under the Narrative tab. Following are some key aspects:

Direct JAG Grants. Where requested, indicate whether the applicant organization applied for a JAG grant directly from the Bureau of Justice Assistance and if so the amount requested or received.

Sustainment. Applicant must be able to provide the number of years that are planned to request for continuation funding, a longer term sustainment plan or why a plan is not possible.

Project Narrative

Within eGrants, applicants will complete several narrative fields. Below is each area along with specific instructions on the minimum requirements.

Project Abstract. Provide a brief summary of the proposed project. Do not share new information here that you do not include in the questions below. This abstract is a description of your project and intended for the public and policy makers. Be sure that the summary is easy to understand by a person not familiar with your project. (Limit to 1500 characters.)

Problem Statement. Provide a description of the nature and scope of the problem that this project will address. This must be a statement of the core, underlying problem. A lack of resources is not, in and of itself, a problem.

Supporting Data. Provide supporting data, including baseline statistics and the sources of your data, to provide evidence that the problem exists, its size and scope, and its effects on the target population. Do not use statewide data for a local problem or national data for a statewide problem.

Project Approach & Activities. Provide the core information needed to understand the methodologies, approaches, and activities to be employed by the project. A reader should also be able to understand how the approach ties to solving the stated problem.

Capacity & Capabilities. Describe the applicant organization's background as well as organizational and staff capabilities and qualifications to carry out this specific project using the methods provided above.

Performance Management. Provide an understanding of how the applicant organization will measure success for this project. What are the project's goals and objectives and what are the project's performance measures, both output and outcome? How do these goals, objectives, and measures tie to the problem that the project seeks to solve? What is the current baseline information for these measures as well as the goals for the project period?

- Goals are broad statements that indicate the general intentions of the project to achieve some outcome. They do need to be measurable in and of themselves and may be abstract in nature.
- Objectives are clear, tangible, and specific statements of what the project is trying to achieve. Objectives should be expressed in the following form: To [reduce/increase/enhance/etc.] [something], by [x amount], by [dd/mm/yy date]. A project can have multiple objectives.
- Measures use data to provide verifiable, numeric information that tie to one or more objectives and indicate progress toward its achievement. Measures might include volume, time savings, cost savings, resource savings, success rates, conformance rates, timeliness, perception shifts, or other factors. (The most relevant and impactful project-specific measures must be included under the Measures tab in eGrants.)

Data Management. Provide an understanding of how the applicant organization plans to track and maintain the data needed to determine whether the project is meeting the goals, objectives, and measures stated above.

Target Group. Describe the population that this project plans to help or support. For direct service projects, describe the size and basic demographics for the people served. For other projects, describe the specific geographic and demographic populations to be impacted, affected, or helped by this project. Be specific and use supporting data.

Evidence-Based Practices. Describe the research or evidence that led the applicant organization to select the methods described above. Wherever possible, provide at least one citation or link to a supportive evaluation or research study. If the project approach and activities described above are not based on existing evidence, describe why the applicant organization believes the method to be promising.

Step 4: Funding Decisions and Grant Acceptance

Selection Criteria

Local projects. For local projects, the appropriate Criminal Justice Advisory Committee sponsored by a regional council of governments (COG) will consider each application based on regional priorities and eligibility or other criteria established by CJD and provide a ranked list of applications to CJD. The COG may contact applicants to negotiate funding amounts or manage other questions or issues. CJD will use the recommendations of the CJAC as transmitted from the COG as a primary decision making factor.

Statewide projects. The CJD executive director will assign a group to review all applications for quality, capability, and reasonableness of budget and to assign scores to applications. These scores will be a significant decision making factor.

Overall. CJD will review all applications for quality, capability, and past performance and may consider other factors in determining which programs to fund such as (but not limited to) geographic distribution, fairness among different sizes of population areas, need based on crime rate or other similar factors, including economic factors. If the interest in grant funds exceeds available funding, CJD may not fund all applications or may only award part of the amount requested.

Announcements

After CJD makes final funding decisions, each applicant will receive either an unfunded notice or a preliminary decision notification or final grant award. The award will provide all of the conditions and requirements of the grant. Release of final grant awards are always contingent on CJD's receipt of the federal grant award under which the program is funded and CJD cannot release or guarantee funding to any applicant until that award is received and acceptance is processed and a determination is made that adequate funding is available.

About CJD

Our mission at the Criminal Justice Division is to direct much needed resources to those who are committed to making Texas a safer place and those who help victims of crime to recover and feel safe again. In carrying out this mission, we are committed to helping our grantees by actively finding ways for them to accomplish their goals and by making sure that we always have our eye to identifying the approaches that work best. We envision positive and beneficial working relationships with our grantees where we provide as much assistance as is needed and where are always ready with answers, not burdensome restrictions or requirements.

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AI-53313 Head Start 13. A.

CC - REGULAR

Meeting Date: 02/23/2016

Submitted For: Edmundo Garcia, HEAD START

Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Family Income Guidelines and Priority Guidelines for Selection and Enrollment for Program Year 2016-2017

BACKGROUND

Policy Council Approval: 02.17.16

Fiscal Impact

Attachments

Income Guidelines

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/12/2016 10:41 AM
Final Approval	Monica Badillo	02/19/2016 04:54 PM

Form Started By: Linda Galaviz Started On: 02/08/2016 09:15 AM

Final Approval Date: 02/19/2016

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: February 17, 2016

SUBJECT: Discussion/Approval of Family Income Guidelines and Priority Guidelines for Selection and Enrollment for Program Year 2016-2017

RATIONALE/NEED: The Hidalgo County Head Start Program must comply with Federal Regulations regarding eligibility, recruitment, selection and enrollment. The poverty income guidelines are updated annually and must be incorporated into our selection process. Ref. CFR-45, 1305.6(a).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Poverty Income and Priority Guidelines for Selection and Enrollment PY 2016-2017

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INITIATED BY: Elvira Segura, Family Services Director

REVIEWED BY: Edmundo Garcia, Assistant Director for Operations

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Poverty Income Guidelines for Eligibility For Head Start Programs PY: 2016 – 2017

Size of Family Unit	100% Poverty Income Guidelines	130% Poverty Income Guidelines
1	$11,880	$15,444
2	$16,020	$20,826
3	$20,160	$26,208
4	$24,300	$31,590
5	$28,440	$36,972
6	$32,580	$42,354
7	$36,730	$47,749
8	$40,890	$53,157
Add $4,160 for each additional family member		

100% Poverty Income Guideline Source: https://www.gpo.gov/fdsys/pkg/FR-2016-01-25/html/2016-01450.htm.
130% Poverty Income Guideline Source: Ref: P.L. 110-134, ACF-IM-HS-08-01.

Grantee Board Approval:
Policy Council Approval:

Hidalgo County Head Start Program
Priority Guidelines for Selection and Enrollment
Program Year 2016 – 2017

The Hidalgo County Head Start Program does NOT deny anyone the right to apply regardless of race, sex, creed, color, national origin or disabling condition. The families of children applying for admittance to the Hidalgo County Head Start Program MUST meet income, age and other pertinent criteria. Final approval will be granted by the Hidalgo County Head Start Policy Council. Persons wishing to contest a denial for enrollment may do so by submitting their grievances or concerns in writing to the Hidalgo County Head Start Policy Council, at P.O. Box 0117, Edinburg, Texas 78540.

DEFINITIONS

Parent:	The term parent used in this document is defined as the biological parent **or** legal guardian.
Legal Guardian:	The term "legal guardian" means a person who is appointed guardian or a temporary guardian by the court, and has been awarded legal custody of a minor child/ren in accordance to **Texas Civil Statute, Chapter XIII, Sec. 6.01, 6.81, 6.82, and 6.84**.
Family:	The term family is defined as all persons living in the same household who are supported by the income of the parent(s) or guardian(s) of the child enrolling in the program and/or related to the parent(s) or guardian(s) by blood, marriage or adoption. **Ref 1305.2(e).** Federal Recognition of Same-Sex Spouses/Marriages **Ref: ACF-IM-HS-14-03**. Note; Single, divorced, separated, and widowed parents must provide proof of marital status.
Age:	A child must be at least (3) years old by **September 1, 2016** and is eligible **UNTIL** the child enters kindergarten to be eligible for services. **Ref: 1305.4(a) and 1305.6(b).**
Income:	To be eligible for Head Start services, a family must be income eligible within 100% of the poverty guidelines. **Ref:** https://www.gpo.gov/fdsys/pkg/FR-2016-01-25/html/2016-01450.htm 01/25/2016. Families may be eligible if their income is between 100% thru 130% of the poverty guidelines. **Ref: P.L. 110-134, ACF-IM-HS-08-01.** Detailed Definition of Income – **Ref: ACF-IM-HS-09-02.**
Military Personnel	Only the base pay of active military personnel will be allocated to calculate the individual's income. **Head Start Reauthorization; P.L. 110-134, ACF-IM-HS-08-01.**
Full Day	Children who meet the applicable criteria and qualify for services will be provided with **FREE** services from 7:45 AM till 5:15 PM; **Ref: 1306.3 (e).**
Selection:	A systematic process used to review all applications for Head Start services. The Priority Guidelines will identify those children in most need. **Ref: 1305.6 (a)**
Enrollment:	Children remain eligible the succeeding enrollment year, regardless of income, provided that they did not drop prior to the last day of school. **Ref: 1305.7 (c).** The Program may choose not to enroll a child when there is a change in the child's family income and there is a child with a greater need for Head Start Services. **Ref: 1305.7 (a).**
Waitlist:	A three (3) year old waiting list and a four (4) year old waiting list will be maintained at each Head Start Center. This will ensure that eligible children enter the program as vacancies occur and children are placed in age appropriate classrooms. **Ref: 1305.6(b); 1305.6(d); OHS – PC – I – 001 and OHS – PC – I – 024.**

Information required to apply and qualify for the Hidalgo County Head Start Program are:

- Child's Birth Certificate or Baptismal Certificate, and Social Security Number
- 2015 Income Tax Return & Appropriate W-2 Forms, Schedule C's, Schedule K's, etc.
- All Appropriate Child Support Information (Divorce Decree or State Attorney General's Office – Child Support Award Letter) for Parents Who are Single, Separated, or Divorced
- Medical Insurance Information, such as Medicaid, CHIPS, or Private Insurance
- All Appropriate Medical Information Regarding Children with Special Needs

Grantee Board Approval:
Policy Council Approval:

Hidalgo County Head Start Program
Priority Rankings for Enrollment

Priority Ranking	SELECTION CRITERIA
1	Children who are 3 or 4 years of age of families who are **HOMELESS**. ***Must be income eligible within 100% poverty guidelines.***
2	**FOSTER** children who are 3 or 4 years of age who are under the guardianship of Child Protective Services (Child's income only) ***Must be income eligible within the 100% poverty guidelines.***
3	Children who are 3 or 4 years old of age who are **DISABLED**. ***Must be income eligible within the 100% poverty guidelines or the 100% thru 130% of the poverty guidelines.*** 10% of enrollment opportunities are available to children with disabilities. Once the program has met the 10% enrollment quota, children with disabilities and non-disabled children will compete equally based on need as described in Priority Rankings. **Ref: 1308.5(c)(4)**
4	Children who are 3 and 4 years of age of families that receive **TANF** benefits. ***Must be income eligible within the 100% poverty guidelines.*** **Ref: 1305.2(l) and OHS-PC-I-016.**
5	Children who are 3 and 4 years of age, whose parent(s) are active in the "Uniformed Services" of the United States. Uniformed services are Army, Navy, Air Force, Marines, or Coast Guard. ***Must be income eligible within the 100% poverty guidelines.*** **Ref: Sec. 645(a)(3) of the Head Start Act ; 37 USC 101; 37 USC 310; 37 USC 403; 10 USC 2871-2872 and 2882**
6	Children who are 3 and 4 years of age, whose **parent(s) are disabled or elderly (60+ yrs.)** ***Must be income eligible within the 100% poverty guidelines.***
7	Children who are 3 or 4 years of age of **single parents** who work full time, or are full time students or are in training for 30+ hours. ***Must be income eligible within the 100% poverty guidelines.***
8	Children who are 3 or 4 years of age of a **two parents household**, who both work full time, or full time students or are in training for 30+ hours. ***Must be income eligible within the 100% poverty guidelines.***
9	Children who are 3 or 4 years of age of **single parents** who are unemployed. ***Must be income eligible within the 100% poverty guidelines.***
10	Children who are 3 or 4 years of age of **two parents household** where one parent is employed, in school, or in training and the other is unemployed. ***Must be income eligible within the 100% poverty guidelines.***
11	Children who are 3 or 4 years of age to **two parent household**, where both parents are unemployed. ***Must be income eligible within the 100% poverty guidelines.***
12	Children who are 3 and 4 years of age of families that receive **SSI** benefits. ***Must be income eligible within the 100% poverty guidelines.*** **Ref: 1305.2(l) and OHS-PC-I-016.**
13	Children who are 3 or 4 years of age whose ***families' income is between 100% thru 130% of the poverty guidelines.*** *(Note: No children who fall within this ranking will be enrolled until all other rankings are exhausted).*

Grantee Board Approval:
Policy Council Approval:

AI-53318 Head Start 13. B.

CC - REGULAR

Meeting Date: 02/23/2016

Submitted For: Edmundo Garcia, HEAD START Submitted By: Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

BACKGROUND

Policy Council Approval: 02.17.16

Fiscal Impact

Attachments

Surplus Items

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/12/2016 10:41 AM
Final Approval	Monica Badillo	02/19/2016 04:54 PM

Form Started By: Linda Galaviz Started On: 02/08/2016 01:03 PM

Final Approval Date: 02/19/2016

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: February 17, 2016

SUBJECT: Discussion/Approval to Declare Obsolete the Attached List of Items and Transfer Items to the County's Surplus Department for Proper Disposition

RATIONALE/NEED: The items listed on the attached surplus materials/equipment list are not in operating condition, they are old and beyond any possible repair. The Policy Council must approve the disposition of these items.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Memorandum and List of Surplus Materials and Equipment

****

INITIATED BY: Oscar Palacios, Field Operations Director

REVIEWED BY: Edmundo Garcia, Assistant Director for Operations

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

MEMORANDUM



To: Edmundo Garcia, Assistant Program Director

From: Oscar Palacios, Field Operations Director

Subj.: Surplus materials/equipment

Date: February 5, 2016

CC: Teresa Flores, Executive Director
Elma Carrera, CFO
Cynthia Castro, Administrator for Human Resources
Files

After review and evaluation of our inventory of vehicles, supplies and equipment, I am attaching for the consideration and approval a comprehensive list of items that have been determined to be obsolete.

These items have been categorized as surplus, due to their state of disrepair, age and/or unacceptable under State Licensing regulations.

Once authorization is obtained from the Policy Council and Commissioner's Court I will transfer these items to the county to be placed on the next scheduled auction on march 9, 2016

Attachments

2016 Auction List

HIDALGO COUNTY HEAD START PROGRAM

Description	Inventory Tag #	Serial/Model #	Qty
APPLIANCES	***	***	*
WATER HEATER	N/A	N/A	1
AUTOMOTIVE	***	***	
BUS TIRES	N/A	N/A	2
ELECTRICAL/AIR COND.	***	***	
AIR CONDITION UNIT	N/A	2223BTKAD	1
BLOWER UNIT	N/A	2063X6A5H	1
AIR CONDITION UNIT	00002355	N/A	1
BLOWER UNIT	N/A	N/A	1
AIR CONDITION UNIT	N/A	7305M030904187	1
WALL MOUNT FAN - BROKEN	N/A	N/A	1
AIR KING WALL FAN	N/A	N/A	2
GOLDSTAR DEHUMIDIFIER	16836	N/A	1
GOLDSTAR DEHUMIDIFIER	16834	N/A	1
ELECTRONICS	***	***	*
MEGA PHONE SET - RUSTED	N/A	N/A	1
COBY CD/RADIO/CASSETTE	N/A	CX-C0250	1
PANASONIC CD/R/RW PLAYBACK	N/A	N/A	1
PANASONIC CD-R-RW	N/A	WJ6SF001447	1
CALIFONE CD/R/CP	N/A	N/A	1
SONY CD-R-RW	17272	0848470	1
JENSEN CD-R	N/A	20100401144	1
PANASONIC CD-R-RW	N/A	WJ6DG001538	1
RCA CD-R	18159	HA130J524A0084	1
CALIFONE CD-R-RW	N/A	01ME 118783	1
CALIFONE R/P	010438	HG0316	1
CALIFONE R/P	010440	HG0259	1
COBY CD-R-RW	N/A	CX-CD250	1
MEMOREX CD-R	N/A	N/A	1
LEARNING RESOURCES CALCULATOR	N/A	N/A	1
SHARP ELECTRONIC CALCULATOR	N/A	4D01942Y	1
CALIFONE HEAD SETS	N/A	N/A	3
ELKI OVERHEAD PROJECTOR	N/A	3354017	1
3M OVERHEAD PROJECTOR	N/A	1149787	1
UNIVERSAL OVERHEAD PROJECTOR	16323	1054300	1
RCA TV	PF00171	N/A	1

Description	Inventory Tag #	Serial/Model #	Qty
CLASSROOM FURNITURE	***	***	*
3FT X 4FT TABLE	005659	N/A	1
2FT X 4FT TABLE	011809	N/A	1
2FT X 3FT TABLE	001276	N/A	1
2FT X 3FT TABLE	N/A	N/A	1
2FT X 8FT WOODEN CABINET	013436	N/A	1
COMPUTER TABLE	N/A	N/A	3
EASELS	N/A	N/A	8
CHART HOLDER	N/A	N/A	4
DESK	N/A	N/A	12
TABLES	N/A	N/A	35
CHAIR	N/A	N/A	31
MIRROR	N/A	N/A	2
FURNITURE, CHILDRENS	***	***	*
CHAIR	N/A	N/A	2
COTS	N/A	N/A	111
FURNITURE, OFFICE			
EXECUTIVE CHAIR	19310	N/A	1
EXECUTIVE CHAIR	19219	N/A	1
EXECUTIVE CHAIR	N/A	N/A	6
CHAIR	N/A	N/A	8
DESK	014047	N/A	1
WOODEN SHELF	N/A	N/A	1
METAL STORAGE SHELF	007591	N/A	1
METAL STORAGE SHELF	003503	N/A	1
METAL STORAGE SHELF	18476	N/A	1
METAL STORAGE SHELF	008820	N/A	1
METAL STORAGE SHELF	02797	N/A	1
METAL STORAGE SHELF	010841	N/A	1
METAL STORAGE SHELF	015845	N/A	1
JANITORIAL EQUIPMENT	***	***	*
ADVANCE VAC	N/A	09020035	1
ADVANCE VAC	18172	09020024	1
EUREKA VAC	18975	N/A	1
EUREKA VAC	N/A	N/A	1
EUREKA VAC	N/A	N/A	1

Description	Inventory Tag #	Serial/Model #	Qty
JANITORIAL EQUIPMENT - CONT'D			
HOOVER VAC	18817	N/A	1
HOOVER VAC	18818	090900060838	1
HOOVER VAC	19965	N/A	1
HOOVER VAC	19316	N/A	1
HOOVER VAC	19325	N/A	1
PROTEAM VAC	N/A	352-0004372	1
RELIA VAC	N/A	2032190	1
SANITAIRE VAC	16974	N/A	1
SANITAIRE VAC	16977	0735008677	1
SANITAIRE VAC	17282	0743010352	1
KITCHEN EQUIPMENT	***	***	*
KENMORE REFRIGERATOR	N/A	20070300440	1
FRIGIDAIRE REFRIGERATOR	18995	WA03101713	1
NUCOOL REFRIGERATOR	18204	17W0806-30251	1
NUCOOL REFRIGERATOR	18475	N/A	1
METAL PAPER TOWEL DISPENSERS	N/A	N/A	4
SERVING PITCHER	N/A	N/A	57
CAN OPENER	N/A	N/A	2
7IN PLATES	N/A	N/A	47
3 COMPARTMENT PLATES	N/A	N/A	16
10 IN SERVING PLATE	N/A	N/A	20
BOWL	N/A	N/A	150
SERVING SCOOP	N/A	N/A	32
SERVING SPOON	N/A	N/A	4
SERVING CUP	N/A	N/A	88
BUTTER KNIFE	N/A	N/A	50
TONGS	N/A	N/A	9
THERMAL CUP	N/A	N/A	6
SMALL CUP	N/A	N/A	54
OFFICE EQUIPMENT			
SHREDDER	19330	FT05119114001242	1
SHREDDER	17659	N/A	1
STAPLES SHREDDER	16987	E09100706	1
MULTISEAL 252 LAMINATOR	015844	N/A	1
MULTISEAL 252 LAMINATOR	013214	N/A	1
CANON FAX MACHINE	N/A	MDL79485	1
KYOCERA FAX MACHINE	17741	UPN6501733	1
KYOCERA FAX MACHINE	18132	UPN6501815	1
KYOCERA FAX MACHINE	N/A	UPN6501925	1

Description	Inventory Tag #	Serial/Model #	Qty
OFFICE EQUIPMENT - CONT'D			
KYOCERA FAX MACHINE	16679	UPN6500517	1
KYOCERA FAX MACHINE	19720	UPN6500082	1
KYOCERA FAX MACHINE	N/A	UPN6502358	1
KYOCERA FAX MACHINE	16013	AFF4004975	1
KYOCERA FAX MACHINE	N/A	AFF4005104	1
OUTDOOR EQUIPMENT	***	***	
PUSH LAWN MOWER		1123K32254	1
PUSH LAWN MOWER		1G183K10506	1
PUSH LAWN MOWER		1K253K90794	1
PLAYGROUND EQUIPMENT			
PICNIC TABLE - BROKEN	N/A	N/A	1
TOYS	***	***	*
VANITY SET W/SINK	N/A	N/A	1
METAL TRICYCLE	N/A	N/A	2
METAL CAR	N/A	N/A	1
SADDLE MATE CAR	N/A	N/A	1
PLAY FIRE TRUCK	N/A	N/A	1
WOODEN BLOCKS/TOYS	N/A	N/A	4boxes
WOODEN HIGH CHAIR	N/A	N/A	5
LITTLE TIKES TOOL TABLE	N/A	N/A	3
IRONING BOARD	001188	N/A	1
IRONING BOARD	007546	N/A	1
IRONING BOARD	N/A	N/A	2
CRIBS	N/A	N/A	4
BEADS MAZE	N/A	N/A	3
TELEPHONE BOOTH	021000	N/A	1
DOLLS	N/A	N/A	1 bag
WOOD PUZZLES	N/A	N/A	8 boxes

HCHSP Items for 2016 Auction

Description	Model Type	Serial Nº	Tag	Barcode
Adding Machine	Sharp QS-2760H	9D00370Y	None	None
Battery Backup	POWERVAR 2.0 ABC201-11	6102401R-0640045	20327	None
Battery Backup	Tripp-Lite BCPERS300 Personal UPS	9524BYOBC423400162	None	None
Battery Backup	Tripp-Lite BCPERS300 Personal UPS	9524BYOBC423400190	None	None
Camera-Surv	2335A	6C0081	N/A	None
Camera-Surv	2335A	6C0083	N/A	None
Camera-Surv	2335A	6C0084	N/A	None
Camera-Surv	2335A	6C0085	N/A	None
Camera-Surv	5D-21DN AT	1034992N	None	None
Camera-Surv	5D-21DN AT	1164052N	19759	None
Camera-Surv	ADC733	16245800	None	None
Camera-Surv	ADC733	16245857	None	None
Camera-Surv	AT 5D-21IR-VP	1190520N	None	None
Camera-Surv	AT ADCP2865CN	907TPB1415	None	None
Camera-Surv	AT ADCPWH3895CN	907TB0888	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB0016	None	00002940
Camera-Surv	AT ADCPWH3895CN	907TPB0017	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB0022	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB0098	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB0101	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB0145	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB0146	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB0201	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB0204	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB0220	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB0223	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB0228	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB0589	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB0592X	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB0600	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB0603	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB0671	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB0672	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB0840	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB0880	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB0882	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB0938	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB0939	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB1298	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB1305	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB1314	None	None

HCHSP Items for 2016 Auction

Description	Model Type	Serial Nº	Tag	Barcode
Camera-Surv	AT ADCPWH3895CN	907TPB1316	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB1386	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB1408	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB1409	None	None
Camera-Surv	AT ADCPWH3895CN	907TPB1414	None	None
Camera-Surv	C-Di210 600TVL (Indoor Dome)	11406320	None	None
Camera-Surv	C-Di210 600TVL (Indoor Dome)	11406328	None	None
Camera-Surv	C-Di210 600TVL (Indoor Dome)	11406465	None	None
Camera-Surv	C-Di210 600TVL (Indoor Dome)	11406645	None	None
Camera-Surv	C-Di210 600TVL (Indoor Dome)	11406671	None	None
Camera-Surv	C-Di210 600TVL (Indoor Dome)	11507630	None	None
Camera-Surv	C-Di210 600TVL (Indoor Dome)	11507634	None	None
Camera-Surv	C-Di210 600TVL (Indoor Dome)	11507636	None	None
Camera-Surv	C-Di210 600TVL (Indoor Dome)	11507723	None	None
Camera-Surv	C-Di210 600TVL (Indoor Dome)	11507726	None	None
Camera-Surv	DBM-24VFW	C25540423H31E10381	19783	None
Camera-Surv	DBM-24VFW	C25540423H31E10389	19785	None
Camera-Surv	VBM-24VFW	C25560423A31F0072	N/A	None
Camera-Surv	VBM-24VFW	C25560423A31F10087	N/A	None
DV-Recorder	INTLX-16 CIF 3.2 Standard 160GB	074465000703	17567	00001593
DV-Recorder	INTLX-16 CIF 3.2 Standard 160GB	074765000814	17444	00001281
DV-Recorder	INTLX-9 CIF 3.2 Standard 160GB	074465000707	17379	00001791
DV-Recorder	INTLX-9 CIF 3.2 Standard 160GB	074465000711	17893	00001345
DV-Recorder	INTLX-9 CIF 3.2 Standard 160GB	074465000715	17354	00001807
DV-Recorder	INTLX-9 CIF 3.2 Standard 160GB	074765000801	17383	00001760
DV-Recorder	INTLX-9 CIF 3.2 Standard 160GB	074765000803	17375	00001206
DV-Recorder	INTLX-9 CIF 3.2 Standard 160GB	074765000804	17407	00001914
DV-Recorder	INTLX-9 CIF 3.2 Standard 160GB	074765000810	17360	None
DV-Recorder	INTLX-9 CIF 3.2 Standard 160GB	074765000811	17900	None
DV-Recorder	INTLX-9 CIF 3.2 Standard 160GB	074765000823	17432	00001718
DV-Recorder	INTLX-9 CIF 3.2 Standard 160GB	074765000827	17420	00001552
DV-Recorder	INTLX-9 CIF 3.2 Standard 160GB	074765000828	17348	00001496
DV-Recorder	INTLX-9 CIF 3.2 Standard 160GB	074765000840	17370	00001229
Monitor	Dell 17" Flat Panel	CN-02Y315-71618-49E-AJRP	17020	None
Printer	HP1200N Business Ink Jet	TH49T119Z1	16243	None
Printer	HP1200N Business Ink Jet	TH4A81102R	16541	None
Printer	HP6940dt Desk Jet	MY74J9R1BY	16908	None
Printer	HP6940dt Desk Jet	MY77HBS232	16911	None
Printer	HP6940dt Desk Jet	MY77HBS25K	16907	None
Printer	HP6940dt Desk Jet	MY77HBS2KF	16910	None
Printer	HP8000 Enterprise Office Jet Pro	CN2APBM050	20039	None

HCHSP Items for 2016 Auction

Description	Model Type	Serial Nº	Tag	Barcode
Printer	HP8000 Office Jet Pro	CN1823Q2V1	19881	None
Printer	HP8000 Office Jet Pro	MY9B242Z7	17945	None
Printer	HP8000 Office Jet Pro	MY9BA240BM	17937	None
Printer	HP8000 Office Jet Pro	MY9BA24246	17941	None
Printer	HP8000 Office Jet Pro	MY9BA24268	17942	None
Printer	HP8000 Office Jet Pro	MY9BA242P6	17944	None
Printer	HP8000 Office Jet Pro	MY9BB2413N	17938	None
Printer	HPK5400dtn Office Jet Pro	MY74N4404W	17483	None
Printer	HPK5400dtn Office Jet Pro	MY840681TD	17581	None
Printer	HPK5400dtn Office Jet Pro	MY85R6805Y	17531	None
Printer	HPK5400dtn Office Jet Pro	MY86H680G6	17796	None
Printer	HPK5400dtn Office Jet Pro	MY875681NY	17803	None
Printer	HPK5400dtn Office Jet Pro	MY89H68258	17807	None
Printer	HPK5400dtn Office Jet Pro	MY8AA681N1	17811	None
Projector	Infocus IN126	BJXB21900784	20112	00002714
Refrigerator	Black & Decker BNA17B	17B201005-50581	N/A	None

AI-53456

CC - REGULAR
Meeting Date: 02/23/2016
Submitted For: Flor Castillo, PLANNING DEPT.
Submitted By: Flor Castillo, PLANNING DEPT.
Department: PLANNING DEPT.

Information

CAPTION

1. Final Approval
a. Citrus Village Subdivision- Pct. 4 (Laura Coffman) (Benito Ramirez Road & Cesar Chavez Road)
b. Cantu Acres Subdivision- Pct. 4 (Edmundo Cantu) (Alberta Road & Raul Longoria Road)
c. Presidio Estates Unit 2 Subdivision- Pct. 1 (Bennett Flores Investments, LL) (Tower Road & Minnesota Road)

2. Final Approval with Financial Guarantee
a. MGM Platinum Ranches Subdivision- Pct. 4 (Richard Garza) (Curry Road &Alamo Road)
b. Los Osos Ph. 1 Subdivision- Pct. 4 (William A. Shwarz)(North 83rd Road & Mile 17 North Road)
c. Anali Subdivision- Pct. 3 (Osbel Flores) (Mile 9 North Road & Moorefield Road)
d. Charlie's Estates Subdivision- Pct. 1 (Carlos Gonzalez) (FM 1015 & FM 1422)

3. Partial Reimbursement of Financial Guarantee
a. Vista Ridge Acres Ph. 5 Subdivision- Pct. 1
b. Aria Ranches Subdivision- Pct. 4

BACKGROUND

Fiscal Impact

Attachments

Citrus Village Subdivision
Cantu Acres Subdivision
Presidio Est. Unit 2 Subdivision
MGM Platinum Ranches Subdivision
Los Osos Subdivision
Anali Subdivision
Charlie's Est. Subdivision
Vista Ridge Acres Ph. 5 Subdivision

Aria Ranches Subdivision

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/19/2016 09:32 AM
Glinda Pacheco	Glinda Pacheco	02/19/2016 01:48 PM
Final Approval	Monica Badillo	02/19/2016 04:54 PM

Form Started By: Flor Castillo Started On: 02/17/2016 04:17 PM

Final Approval Date: 02/19/2016

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 3-01-2016

PROPOSED **CITRUS VILLAGE** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **LAURA COFFMAN**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **37** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **South of Benito Ramirez Road approximately 600 feet east of Cesar Chavez Road.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **Edinburg** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **4-30-2015** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **Storm drainage pipe system and detention will be accomplished by widening the drain ditch on the south side of the proposed subdivision.**

ROAD R.O.W. DEDICATION: **10 feet dedication onto Benito Ramirez Road by plat.**

H.C.R.O.W. FINAL APPROVAL DATE: **1-11-2016** By, **Jose Ochoa, PCT. 4** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **N/A** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒SANITARY SEWER BY: **Edinburg** LINE SIZE: **12"** LOCATION: **Cesar Chavez Road.**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **Benito Ramirez Road.**

H.C.O.E.C. FINAL APPROVAL DATE: **1-15-2016** : By **Martin Ramirez** Environmental Compliance Coordinator

☒**LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)_____* ☐PAVING ☐DRAINAGE ☐STREET SIGNS

☐**A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*

Amount: $_____For: ☐*OSSF(S)_____* ☐PAVING ☐DRAINAGE ☐STREET SIGNS

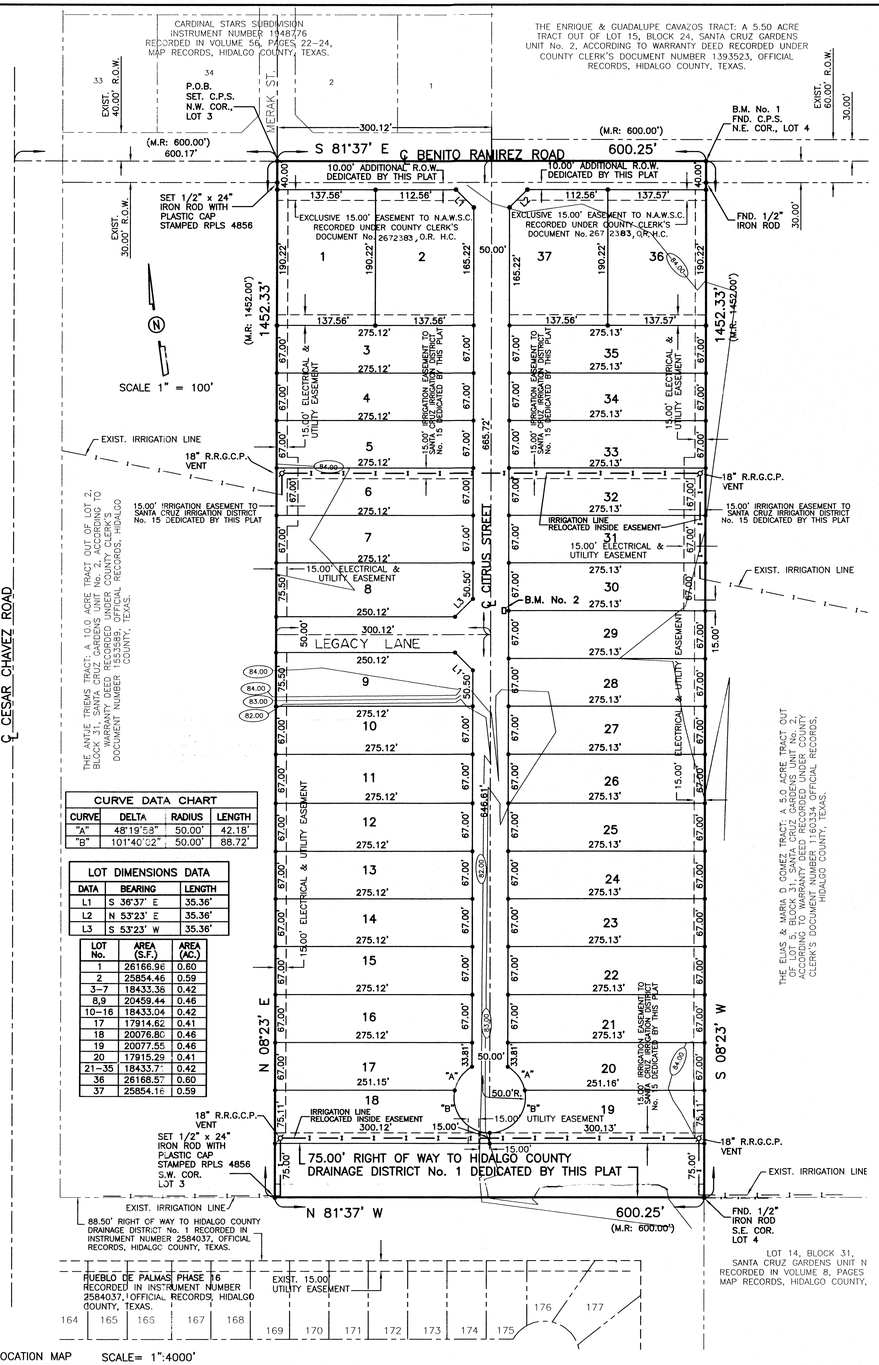
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **6-02-2015**

STAFF RECOMMENDS:

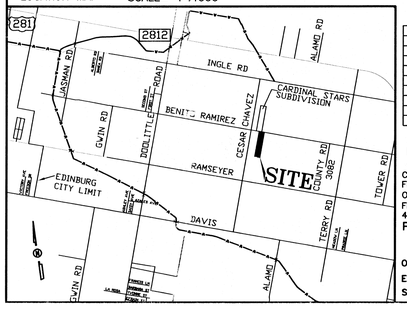
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Edinburg** .

☒ **Final Approval** *subject to recommendations other departments*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



LOCATION MAP SCALE= 1":4000'



REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

CITRUS VILLAGE SUBDIVISION IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE SOUTH SIDE OF BENITO RAMIREZ ROAD, APPROXIMATELY 600.17 FEET EAST OF CESAR CHAVEZ ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100), CITRUS VILLAGE SUBDIVISION LIES APPROXIMATELY 2.0 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021. IT LIES IN PCT. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	TOP FRUIT INC. LAURA COFFMAN, VICE-PRESIDENT.	P.O.BOX 720883	McALLEN, TX 78504		
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
COMMUNITY-PANEL NUMBER 480334 0325 D – REVISED TO REFLECT LOMR
MAP REVISED: MAY 17, 2001

FLOOD ZONE DESIGNATION: ZONE "X" SHADED
AREAS OF 500-YEARS FLOOD; AREAS OF 100-YEARS FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OF WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE AND ARE PROTECTED BY LEVEES FROM 100-YEARS FLOOD.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– MINIMAL BUILDING SETBACKS:
FRONT: 25.00 FEET ON CITRUS STREET
40.00 FEET ON BENITO RAMIREZ ROAD
REAR: 15.00 FEET
SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET
GARAGE FRONT: 18.00 FEET

OR EASEMENT WHICHEVER IS GREATER ON ALL CASES.

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENTIAL:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE FOLLOWING INTERNAL LOTS 3 THROUGH 35 (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF THE STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1– ELEV= 84.57, COTTON PICKER SPINDLE FOUND ON THE NORTHEAST CORNER OF THE SUBDIVISION. N.A.V.D. 88 DATUM.

B.M. No.2–82 82 FND. ON TOP OF TYPE "A" INLET LOCATED NEAR THE NORTHWEST CORNER OF LOT 29. N.A.V.D. 88 DATUM.

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 40,269.19 CUBIC –FEET 0.92 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No. 3 .

7.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

9.– THIS SUBDIVISION HAS SANITARY SEWER SERVICE FROM THE CITY OF EDINBURG.

10.– LEGEND • – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED, WITH CAP STAMPED RPLS "4856"

11.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12.– AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCE SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

13.– LOTS 1, 2, 36 AND 37 CAN BE RESIDENTIAL OR COMMERCIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED FOR COMMERCIAL OR LOTS TO BE INSTALLED BY LOT OWNER ALONG ALL ABUTTING RESIDENTAL LOTS. APPLICATION FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL AREA REQUIRED PRIOR TO OCCUPYING THE LOT.

14.– ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5 % SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.

15.– THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOW ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

16.– AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

SUBDIVISION PLAT OF:

CITRUS VILLAGE SUBDIVISION

A 20.01 ACRE TRACT (MAP RECORD: 20.00 ACRES) OF LAND BEING ALL OF LOTS 3 AND 4, BLOCK 31, SANTA CRUZ GARDENS UNIT No. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS

METES AND BOUNDS

A 20.01 ACRE TRACT (MAP RECORD: 20.00 ACRES) OF LAND BEING ALL OF LOTS 3 AND 4, BLOCK 31, SANTA CRUZ GARDENS UNIT No. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN COUNTY CLERK'S DOCUMENT NUMBER 2541874 AND 25448836, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF BENITO RAMIREZ ROAD FOR THE NORTHWEST CORNER OF LOT 3 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°37' E, ALONG THE NORTH LINE OF LOTS 3 AND 4, AND THE CENTERLINE OF BENITO RAMIREZ ROAD, A DISTANCE OF 600.25 FEET (MAP RECORD: 600.00 FEET) TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHEAST CORNER OF LOT 4 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°23' W, ALONG THE EAST LINE OF LOT 4, PASSING A 1/2" IRON ROD FOUND AT 30.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF BENITO RAMIREZ ROAD, A TOTAL DISTANCE OF 1,452.33 FEET (MAP RECORD: 1,452.00 FEET) TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 4 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°37' W, ALONG THE SOUTH LINE OF LOTS 3 AND 4, A DISTANCE OF 600.25 FEET (MAP RECORD: 600.00 FEET), TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF LOT 3 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°23' E, ALONG THE WEST LINE OF LOT 3, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 1,422.33 FEET FOR THE SOUTH RIGHT OF WAY LINE OF BENITO RAMIREZ ROAD, A TOTAL DISTANCE OF 1,452.33 FEET (MAP RECORD: 1,452.00 FEET) TO THE POINT OF BEGINNING AND CONTAINING 20.01 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH CARDINAL STARS SUBDIVISION, RECORDED IN INSTRUMENT NUMBER 1948776, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 28 DAY OF JANUARY 20 15.

REGISTERED PROFESSIONAL SURVEYOR
No. 4856 STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE WATER FACILITIES WILL BE CONSTRUCTED AT A COST OF $ 68,495.00

SEWAGE FACILITIES: SEWER SERVICE CONNECTIONS ARE ESTIMATED TO COST $ 82,640.00 FOR THE SUBDIVISION. IN ADDITION, THE SUBDIVIDER HAS PAID $ 3,330.00 TO THE CITY OF EDINBURG TO COVER THE COST OF THE SEWER TAPPING FEES.

DATED THIS THE 13T DAY OF JULY 20 15

LICENSED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line therof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this 6TH day of January 2016.

TOP FRUIT INC.
LAURA COFFMAN, VICE-PRESIDENT.
P.O. BOX 720883
McALLEN, TEXAS 78504

1-6-16
DATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, LAURA COFFMAN, VICE-PRESIDENT OF TOP FRUIT INC., AS OWNER OF THE 20.01 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CITRUS VILLAGE SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

1-6-16
DATE

TOP FRUIT INC.
LAURA COFFMAN, VICE-PRESIDENT.
P.O. BOX 720883
McALLEN, TEXAS 78504

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared LAURA COFFMAN, VICE-PRESIDENT OF TOP FRUIT INC.

proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 6th day of January, 2016

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016.

LILIA A. QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the CITRUS VILLAGE SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — Date

ATTEST:
Hidalgo County Clerk — Date

APPROVED BY DRAINAGE DISTRICT

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

PAUL SESIN P.E. C.F.M — DATE
GENERAL MANAGER

PLANNING & ZONING COMMISSION CERTIFICATION

"I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Edinburg, hereby certify that this subdivision plat known as CITRUS VILLAGE SUBDIVISION conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required and has been approved for recording on the _____ day of _____, 20__."

CHAIRPERSON–PLANNING & ZONING COMMISSION

MAYOR'S CERTIFICATION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

ATTEST:

MAYOR'S SIGNATURE — DATE — CITY SECRETARY — DATE

SANTA CRUZ IRRIGATION DISTRICT No. 15 CERTIFICATION

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS 6TH DAY OF JULY, 2015 SUBJECT TO THE FOLLOWING: 1) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE; 2) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL; 3) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS-OF-WAY AND EASEMENT OF DISTRICT; AND 4) IF SUBDIVISION IN NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGTION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, WITH THE LOTS OWNER BEING RESPONSIBLE TO INSTALL SUCH NECESSARY FACILITIES.

PRESIDENT — SECRETARY

INDEX TO SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S ACKNOWLEDGMENT: CITY APPROVAL CERTIFICATE: MAYOR'S CERTIFICATE, ADMINISTRATOR'S CERTIFICATE, COUNTY JUDGE SIGNATURE, PLANNING & ZONING CERTIFICATE, N.A.W.S.C. CERTIFICATE, [redacted] COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION, SANTA CRUZ IRRIGATION DISTRICT No. 15 CERTIFICATION, REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND SANITARY SEWER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

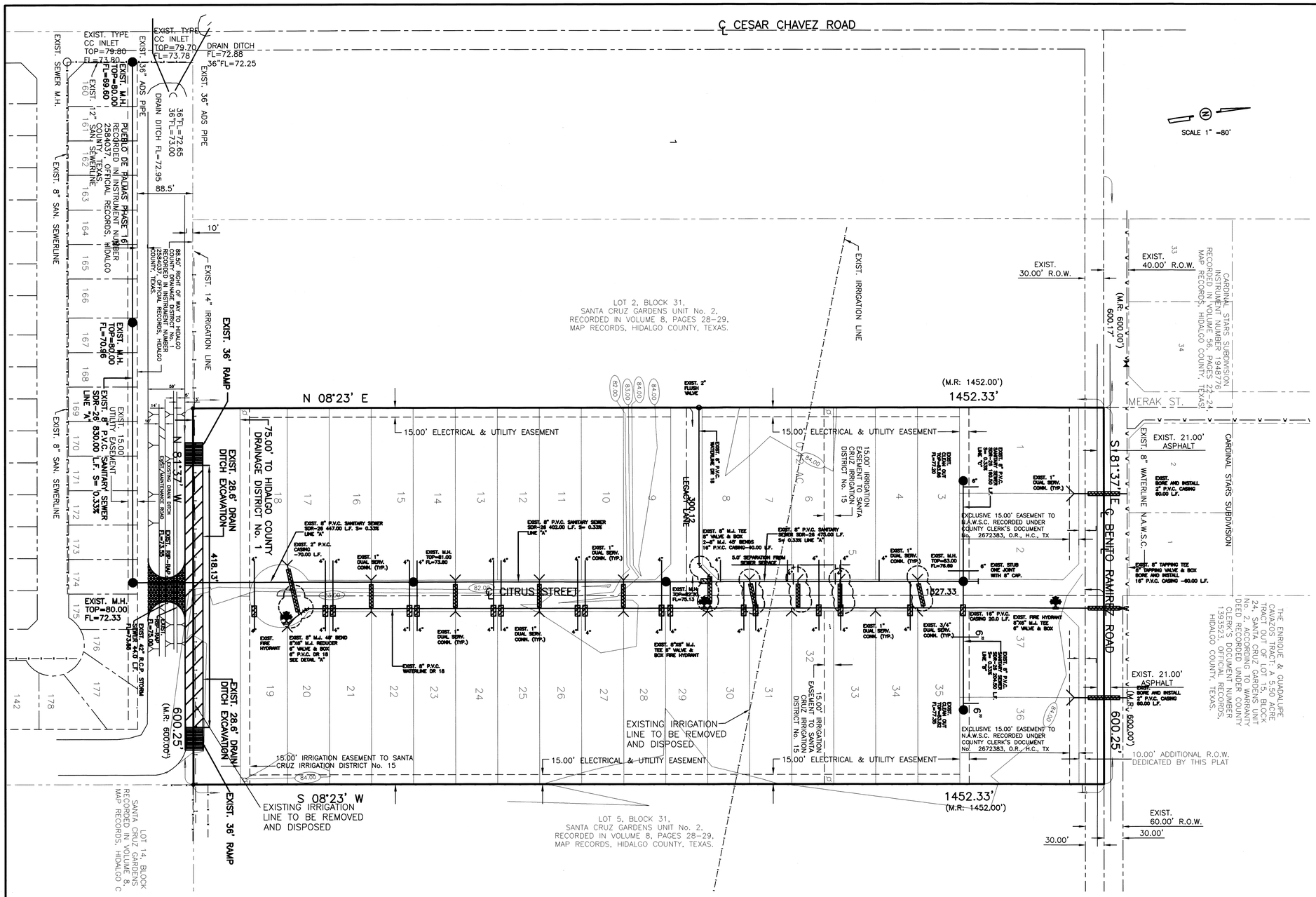
ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 1 OF 3 SHEETS

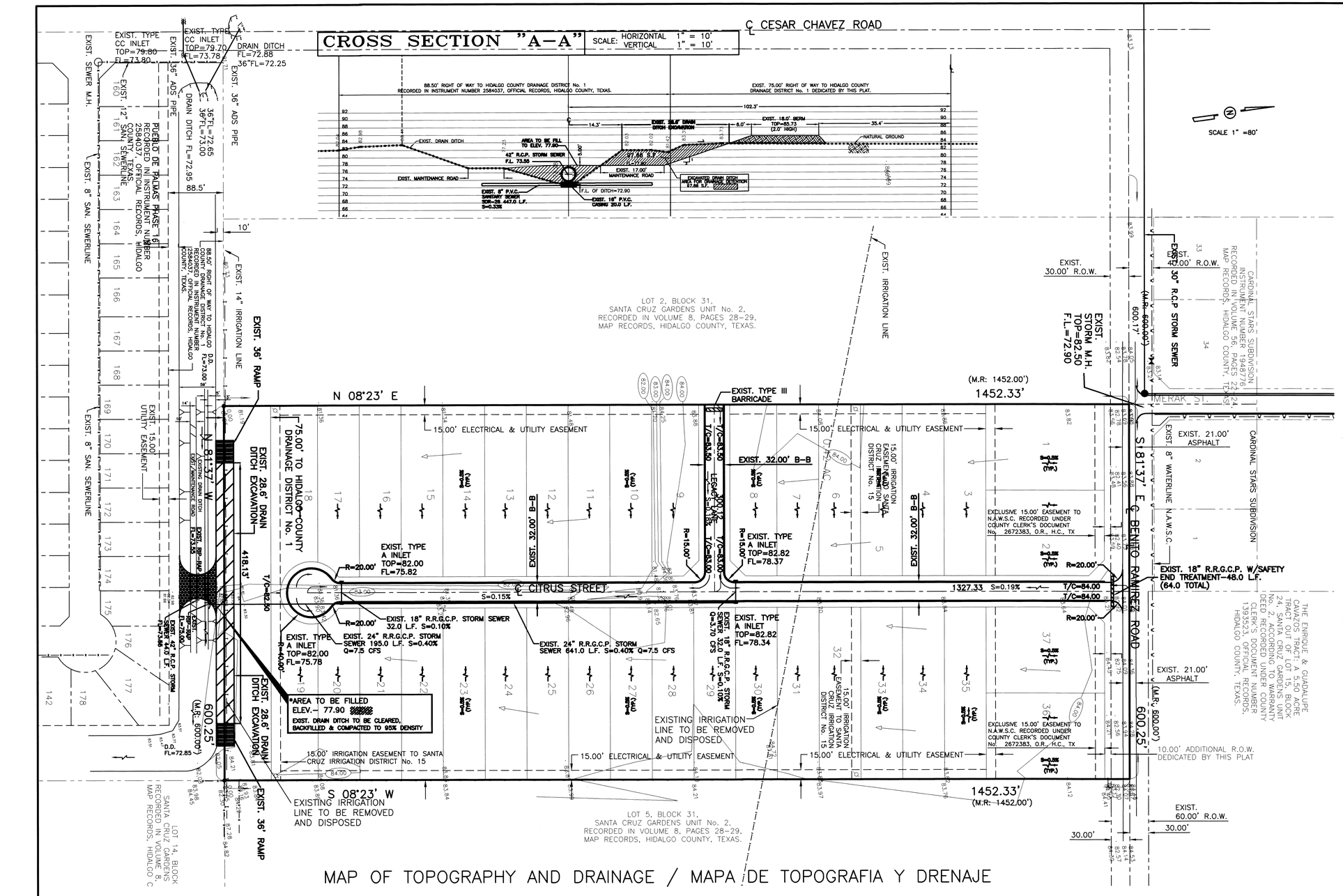
FILENAME :F:\DATA\SUBDIVS\EDINBURG\CITRUS VILLAGE SUBD.\CITRUS VILLAGE PLAT			
DATE PREPARED 01-28-2015	PREPARED BY JULIUS CAVAZOS	CHECKED BY	APPROVED BY
DATE REVISED 05-06-15		CHECKED BY	APPROVED BY


C CESAR CHAVEZ ROAD
SCALE 1" =80'
EXIST. TYPE CC INLET TOP=79.90 FL=73.80
EXIST. TYPE CC INLET TOP=79.70 FL=73.78
DRAIN DITCH FL=72.88
36"FL=72.25
EXIST. 36" ADS PIPE
EXIST. M.H. TOP=80.00 FL=69.60
EXIST. M.H. TOP=80.00 FL=70.46
EXIST. M.H. TOP=80.00 FL=72.33
EXIST. 8" SAN. SEWERLINE
EXIST. 12" COUNTY SEWERLINE
PUEBLO DE PALMAS PHASE 16 RECORDED IN INSTRUMENT NUMBER 2584037, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS
DRAIN DITCH FL=72.95
36"FL=72.65
36"FL=73.00
88.5'
10'
EXIST. 14" IRRIGATION LINE
88.65' RIGHT OF WAY TO HIDALGO COUNTY DRAINAGE DISTRICT No. 1 RECORDED IN INSTRUMENT NUMBER 2584037, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
EXIST. 36' RAMP
EXIST. 15.00' UTILITY EASEMENT
EXIST. 8" P.V.C. SANITARY SEWER SDR-26 830.00 L.F. S= 0.33% LINE "A"
EXIST. 28.6' DRAIN DITCH EXCAVATION
75.00' TO HIDALGO COUNTY DRAINAGE DISTRICT No. 1
418.13'
EXIST. 48" R.C.P. STORM SEWER FL=73.80
EXIST. 42" R.C.P. STORM SEWER FL=73.60
EXIST. 36" RAMP
600.25' (M.R: 600.00')
S 08°23' W
EXISTING IRRIGATION LINE TO BE REMOVED AND DISPOSED
LOT 14, BLOCK 1, SANTA CRUZ GARDENS RECORDED IN VOLUME 8, MAP RECORDS, HIDALGO C
LOT 2, BLOCK 31, SANTA CRUZ GARDENS UNIT No. 2, RECORDED IN VOLUME 8, PAGES 28-29, MAP RECORDS, HIDALGO COUNTY, TEXAS.
EXIST. IRRIGATION LINE
EXIST. 30.00' R.O.W.
EXIST. 40.00' R.O.W.
(M.R: 600.00') 600.17'
CARDINAL STARS SUBDIVISION INSTRUMENT NUMBER 1948776 RECORDED IN VOLUME 56, PAGES 22-24 MAP RECORDS, HIDALGO COUNTY, TEXAS
MERAK ST.
EXIST. 21.00' ASPHALT
EXIST. 8" WATERLINE N.A.W.S.C.
S 81°37' E
(M.R: 1452.00') 1452.33'
15.00' ELECTRICAL & UTILITY EASEMENT
15.00' IRRIGATION EASEMENT TO SANTA CRUZ IRRIGATION DISTRICT No. 15
EXIST. 2" FLUSH VALVE
EXIST. 6" DUAL SERV. CONN. (TYP.)
EXIST. 1" DUAL SERV. CONN. (TYP.)
EXIST. 6" P.V.C. SANITARY SEWER SDR-26 475.00 L.F. S= 0.33% LINE "A"
EXIST. 6" M.J. TEE 6" VALVE & BOX 2-6" M.J. 45° BENDS 16" P.V.C. CASING -80.00 L.F.
5.0' SEPARATION FROM SEWER SERVICE
EXIST. M.H. TOP=81.00 FL=73.80
EXIST. M.H. TOP=80.00 FL=75.13
EXIST. M.H. TOP=83.00 FL=76.89
EXIST. 6"X6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT
EXIST. 8" P.V.C. WATERLINE DR 18
EXIST. 5" M.J. 45° BEND 6" VALVE & BOX 6" P.V.C. DR 18 SEE DETAIL "A"
EXIST. 4" M.J. 45° BEND 4" VALVE & BOX 4" P.V.C. DR 18 SEE DETAIL "A"
EXIST. 2" P.V.C. CASING -70.00 L.F.
EXIST. 8" P.V.C. SANITARY SEWER SDR-26 447.00 L.F. S= 0.33% LINE "A"
EXIST. 8" P.V.C. SANITARY SEWER SDR-26 402.00 L.F. S= 0.33% LINE "A"
EXIST. 8" P.V.C. SANITARY SEWER SDR-26 475.00 L.F. S= 0.33% LINE "A"
EXIST. 1" DUAL SERV. CONN. (TYP.)
EXIST. 1" DUAL SERV. CONN. (TYP.)
EXIST. 1" DUAL SERV. CONN. (TYP.)
EXIST. 1" DUAL SERV. CONN. (TYP.)
EXIST. 1" DUAL SERV. CONN. (TYP.)
EXIST. 1" DUAL SERV. CONN. (TYP.)
EXIST. 1" DUAL SERV. CONN. (TYP.)
EXIST. 3/4" DUAL SERV. CONN. (TYP.)
EXIST. 1" DUAL SERV. CONN. (TYP.)
EXIST. 1" DUAL SERV. CONN. (TYP.)
EXIST. 6" STUB ONE JOINT WITH 8" CAP.
EXIST. 6" TAPPING TEE 6" TAPPING VALVE & BOX BORE AND INSTALL 16" P.V.C. CASING -80.00 L.F.
EXIST. 16" P.V.C. CASING 20.0 L.F.
EXIST. FIRE HYDRANT 6" M.J. TEE 6" VALVE & BOX
EXIST. 6" P.V.C. SANITARY SEWER SDR-26 430.00 L.F. S= 0.33% LINE "B"

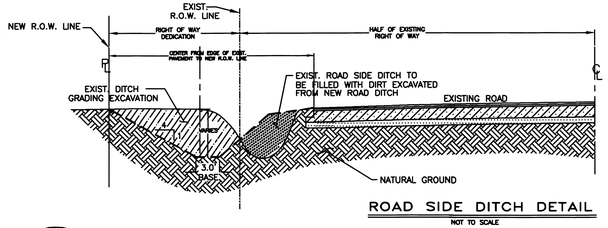
CROSS SECTION "A-A"

SCALE: HORIZONTAL 1" = 10'
VERTICAL 1" = 10'

SCALE 1" =80'



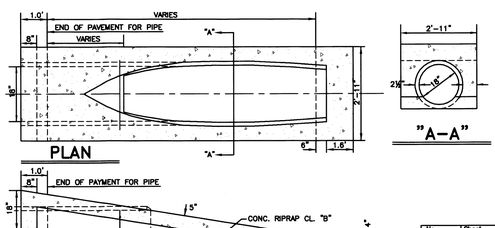
MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE



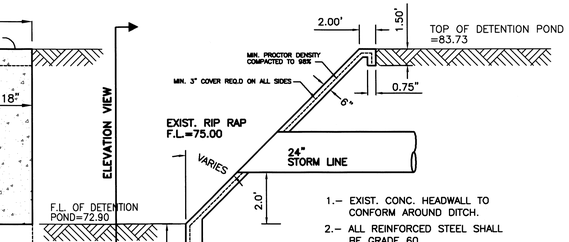
ROAD SIDE DITCH DETAIL
NOT TO SCALE

NATURAL FLOW DIRECTION OF WATER

S=0.5% LOT GRADING



SAFETY END TREATMENT
NOT TO SCALE



1.- EXIST. CONC. HEADWALL TO CONFORM AROUND DITCH.
2.- ALL REINFORCED STEEL SHALL BE GRADE 60
3.- CONC. @ 3000 PSI AT MIN. 28 DAYS COMPRESSION STRENGTH.

STORM DISCHARGE STRUCTURE
NOT TO SCALE

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

SHEET NO. 3 OF 3	FILENAME: F:\DATA\SUBDIVS\EDINBURG\MANDALAY BAY\SPLAT			
	DATE PREPARED: AUG. 18, 2011	PREPARED BY: JESUS CAVAZOS	CHECKED BY:	APPROVED BY:
	DATE REVISED:	REVISED BY:	CHECKED BY:	APPROVED BY:

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1315
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

DRAINAGE REPORT
FOR
CITRUS VILLAGE SUBDIVISION

Citrus Village Subdivision is a 20.01 acre tract being all of Lots 3 and 4, Block 31, Santa Cruz Gardens Unit No. 2, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 8, Pages 28 and 29, map records, hidalgo County, Texas, and according to warranty deed recorded in instrument number 2541874 and 25418874, official records, Hidalgo County, Texas. This subdivision is located on the south side of Benito Ramirez Road 600.17 feet east of Cesar Chavez Road. The EXISTING subdivision consists of 31 lots.

The tract is Zone "X" as per FEMA Flood Insurance Rate Map; Community Panel No. 480334 0325 D, and dated June 6, 2000 with LOMR dated May 17, 2001.

This soil is fine sandy loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 9-20. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff on a southerly direction. The existing runoff for the EXISTING subdivision is Q= 4.92 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 16.42 cubic feet per second for an increase of Q= 11.50 cubic feet per second. Detention will be 40,269.19 cubic feet (0.92 acre feet) and will de accomplished by excavating the existing H.C.D.D. No.1 Drain Ditch on the south side of the subdivision. The street runoff will be collected by a storm sewer system consisting of 18" and 24" pipes and Type "A" Inlets that will discharge into the existing Drain Ditch. Additional 75.0 feet right of way for the Drain Ditch is being dedicated to the Hidalgo County Drainage District No.1 by the plat.

Drainage calculations are attached.

Alfonso Quintanilla, P.E.
April 17, 2015

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D DATED JUNE 06, 2000 (LOMR MAY 17, 2001)

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

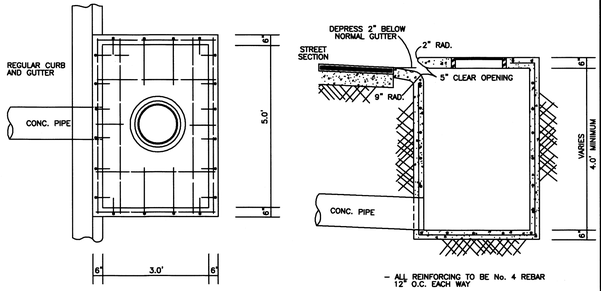
P.E.

ALFONSO QUINTANILLA
P.E. No. 95534

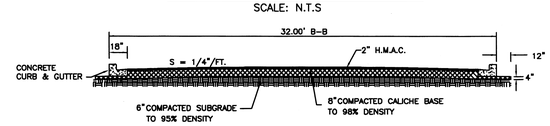
1-6-16
DATE

COST ESTIMATE

PAVING IMPROVEMENTS:	$ 151,070.00
DRAINAGE IMPROVEMENTS:	$ 72,106.00
WATER DISTRIBUTION:	$ 68,495.00
SANITARY SEWER:	$ 82,640.00



TYPE "A" INLET DETAIL
SCALE: N.T.S



STREET SECTION
NOT TO SCALE

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 3-01-2016

PROPOSED **CANTU ACRES** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **EDMUNDO & GILDA CANTU**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **2** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **South of Alberta Road, approximately ½ mile East of Raul Longoria Road.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **Edinburg** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **08-04-2015** PROPERTY LIES WITHIN FLOOD ZONE: **"B"** AS PER FEMA LOMR-F Case No. 16-06-0853A

DRAINAGE DESIGN: **Drainage will be detained within depressed green areas of the property.**

ROAD R.O.W. DEDICATION: **No R.O.W. dedication is required for Alberta Road.**

H.C.R.O.W. FINAL APPROVAL DATE: **2-03-16** By, **Jose Ochoa**, Pct. 4 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **2-05-16** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose A. Gonzalez**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **2"** LOCATION: **South side of Alberta Road.**

H.C.O.E.C. FINAL APPROVAL DATE: **2-05-16** : By **Martin Ramirez** Environmental Compliance Coordinator

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:*$_____*For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

☐**A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____

Amount: $_____*For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

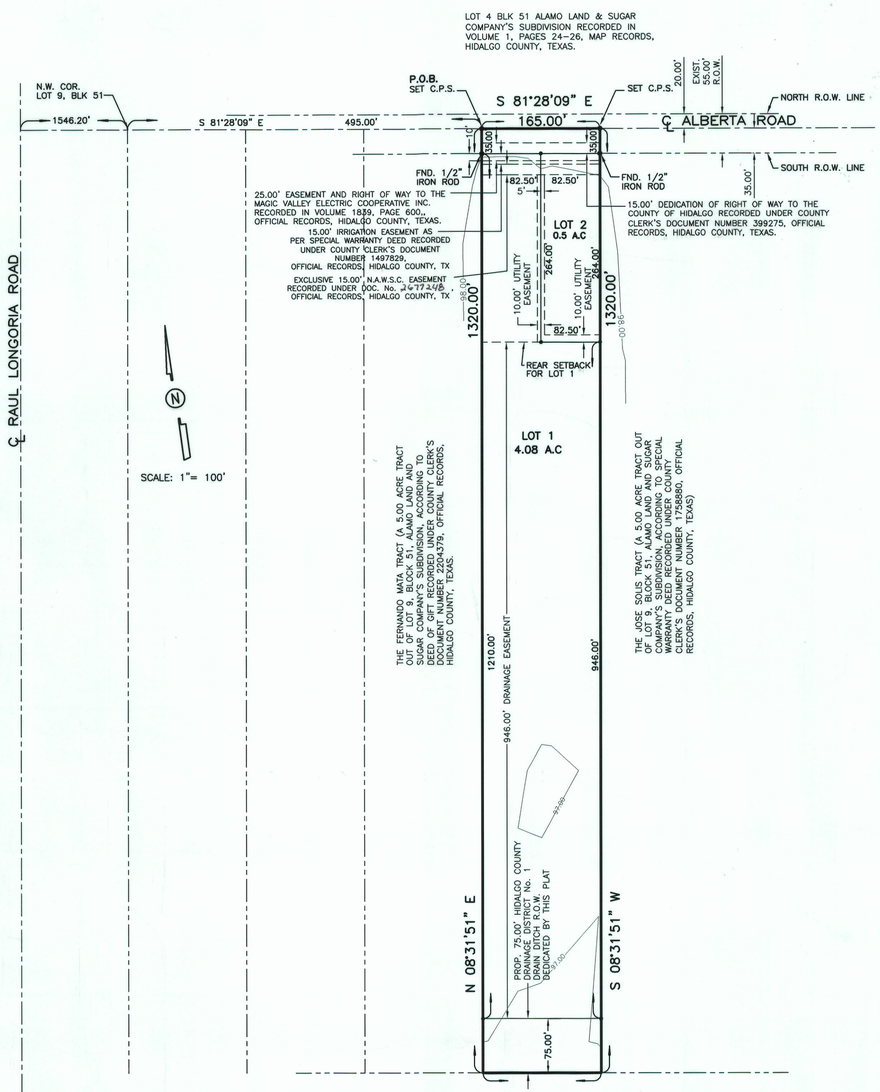
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **9-01-2015**

STAFF RECOMMENDS: ☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Edinburg**.

☒ **Final Approval** *subject to recommendations other departments*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



INDEX TO SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S ACKNOWLEDGMENT: CITY APPROVAL CERTIFICATE: MAYOR'S CERTIFICATE: ADMINISTRATOR'S CERTIFICATE: PLANNING & ZONING CERTIFICATE: N.A.W.S.C. CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION: HCID DISTRICT No. 2 CERTIFICATION: ENVIROMENT HEALTH DEPARTMENT CERTIFICATION: REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE

DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES.

LOCATION MAP

SCALE= 1":4000'



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "AH" AREAS OF 100-YEAR SHALLOW FLOODING WHERE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET; BASE FLOOD ELEVATION ARE SHOWN, BUT NO FLOOD HAZARD FACTORS ARE DETERMINED. BASE FLOOD ELEVATION: 100.00 FEET
COMMUNITY–PANEL NUMBER 480334 0425 C
MAP REVISED: NOV 16, 1982

A LETTER OF MAP REVISION BASED ON FILL (LOMR–F) HAS BEEN SUBMITTED AND APPROVED BY FEMA ON .
FEMA CASE NO. 16–06–0132C

2.– SETBACKS:

FRONT:.....35.00 FEET
REAR–LOT 1:.....946.00 FEET
REAR–LOT 2:.....30.00 FEET
SIDE:.....15.00 FEET OR EASEMENT, WHICHEVER IS GREATER

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENTIAL:
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE FOLLOWING INTERNAL LOTS 1 AND 2. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 100.50 FEET OR 18" ABOVE CENTERLINE OF THE STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR LOTS 1 AND 2 AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS. B.M. ELEV=100.45, C.P.S. FOUND IN POWER POLE LOCATED 73.01 FEET EAST AND 21.10 FEET NORTH FROM THE NORTHWEST CORNER OF THE PROPOSED SUBDIVISION ON ALBERTA ROAD N.A.V.D. 88 DATUM.

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 3.092.56 CUBIC –FEET .0.07 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No. 2 .
LOT 1=2,472.56 CUBIC FEET
LOT 2=620.0 CUBIC FEET

7.– LEGEND • – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

8.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

11.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

12.– BY: EDMUNDO CANTU & GILDA CANTU, THE OWNER & SUBDIVIDER OF CANTU ACRES SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

13.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

14.– NO CONSTRUCTION WILL BE ALLOWED ON THE REAR 946.00 FEET OF LOT 1. THIS AREAS WILL SERVE AS A DRAINAGE EASEMENT FOR THE LOT.

15.– ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5 % SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.

16.– THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT REINFORCED CONCRETE PIPE OF NO LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH.

17.– A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITHIN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

CANTU ACRES SUBDIVISION IS LOCATED IN MIDDLE HIDALGO COUNTY AT 2041.20 FEET WEST OF THE INTERSECTION OF RAUL LONGORIA ROAD AND ALBERTA ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100), CANTU ACRES SUBDIVISION LIES APPROXIMATELY 1.18 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERMENT CODE § 42.021. IT LIES IN PCT. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	BY: EDMUNDO CANTU & GILDA CANTU	RT 11 BOX 799	EDINBURG, TX 78539	(956)605–7893	
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

MINOR PLAT OF:

CANTU ACRES SUBDIVISION

A 5.00 ACRE TRACT OF LAND OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1497829, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 5.00 ACRE TRACT OF LAND OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1497829, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE NORTH LINE OF LOT 9 AND IN THE CENTERLINE OF ALBERTA ROAD FOR THE NORTHEAST CORNER OF THE FERNANDO MATA TRACT (A 5.00 ACRE TRACT OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO DEED OF GIFT RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2204379, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 81°28'09" E, 495.00 FEET FROM THE NORTHWEST CORNER OF LOT 9.

THENCE; S 81°28'09" E, ALONG THE NORTH LINE OF LOT 9 AND THE CENTERLINE OF ALBERTA ROAD, A DISTANCE OF 165.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF THE JOSE SOLIS TRACT (A 5.00 ACRE TRACT OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1758880, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°31'51" W, ALONG THE WEST LINE OF THE JOSE SOLIS TRACT, PASSING A 1/2" IRON ROD FOUND AT 35.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF ALBERTA ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 9 FOR THE SOUTHWEST CORNER OF SAID TRACT AND THE SOUTHEAST CORNEF OF THIS TRACT.

THENCE; N 81°28'09" W, ALONG THE SOUTH LINE OF LOT 9, A DISTANCE OF 165.00 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THE FERNANDO MATA TRACT AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°31'51" E, ALONG THE EAST LINE OF THE FERNANDO MATA TRACT, PASSING A 1/2" IRON ROD FOUND AT 1,285.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF ALBERTA ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.00 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SEMINOLE VALLEY No.2, RECORDED IN VOLUME 33, PAGE 115, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 12TH DAY OF MARCH 20 15

REGISTERED PROFESSIONAL SURVEYOR
No. 4856 STATE OF TEXAS

STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL
LAND SURVEYOR

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line therof being the piplene installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for whic.. financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this 12th day of January 2016.

EDMUNDO CANTU
RT 11 BOX 799
EDINBURG, TEXAS 78539

01-12-16
DATE

GILDA CANTU
RT 11 BOX 799
EDINBURG, TEXAS 78539

1/12/2016
DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **CANTU ACRES SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20__.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE (I) EDMUNDO CANTU & GILDA CANTU ., AS OWNER(S) OF THE 5.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED CANTU ACRES SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

WE(I) CERTIFY THAT WE(I) HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032
AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
WE(I) ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

EDMUNDO CANTU
RT 11 BOX 799
EDINBURG, TEXAS 78539

01-12-16
DATE

GILDA CANTU
RT 11 BOX 799
EDINBURG, TEXAS 78539

1/12/16
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared EDMUNDO CANTU & GILDA CANTU proved to me through there Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, de–clared that the statements therein are true and correct and acknowledged that they executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 12th day of January, 2016.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016.

LILIA A. QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the **CANTU ACRES SUBDIVISION** was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — Date

ATTEST:
Hidalgo County Clerk — Date

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

PLANNING & ZONING COMMISSION CERTIFICATION

"I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Edinburg, hereby certify that this subdivision plat known as **CANTU ACRES SUBDIVISION** conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required and has been approved for recording on the _____ day of _____, 20__."

CHAIRPERSON–PLANNING & ZONING COMMISSION

MAYOR'S CERTIFICATION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

ATTEST:

MAYOR'S SIGNATURE — DATE — CITY SECRETARY — DATE

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE 14th DAY OF January, 2016

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAYS OR EASEMENTS.

HIDALGO COUNTY IRRIGATION DISTRICT #2 SAN JUAN TEXAS

PRESIDENT — ATTEST: SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES HAVE BEEN CONSTRUCTED AT A TOTAL COST OF $ 990.00.

SEWAGE FACILITIES: INSTALLATION OF SEPTIC SYSTEMS ARE ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $1,500.00 FOR THE LOT 1. LOT 2 IS SERVED BY AN EXISTING OSSF. THE SUBDIVIDER WILL PAY A TOTAL OF $ 1,500.00 TO COVER THE COST OF INSTALLATION OF SEPTIC SYSTEMS.

DATED THIS THE 28TH DAY OF DECEMBER 2015

LICENSED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

STATE OF TEXAS
LICENSED
ALFONSO QUINTANILLA
95534
PROFESSIONAL ENGINEER

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956–381–6480
FAX 956–381–0527
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
OFFICE@QHAENGINEERING.COM

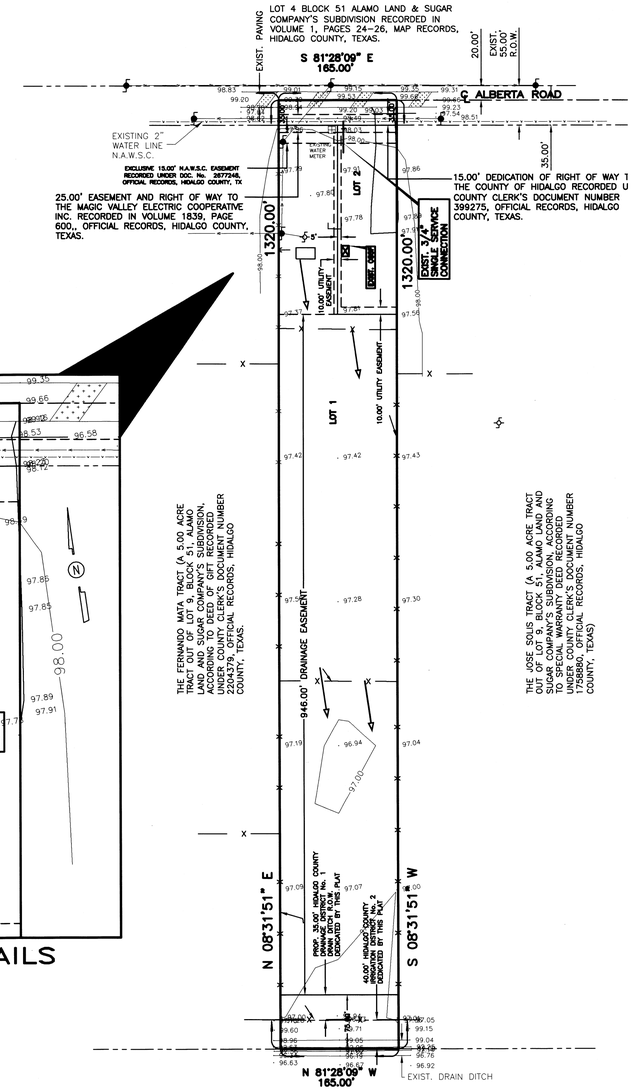
SHEET NO. 1 OF 2 SHEETS

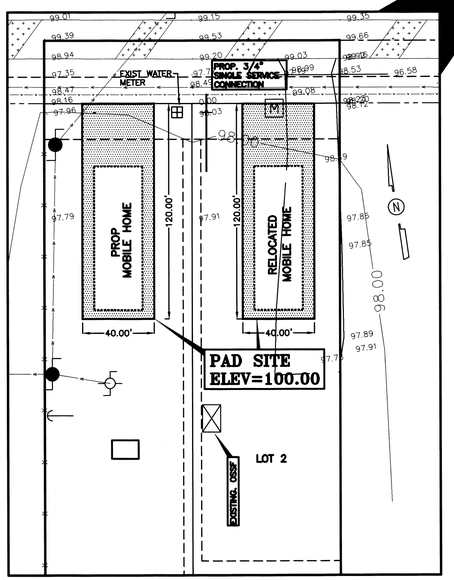
FILENAME :F:\DATA\SUBDIVS\EDINBURG\CANTU ACRES SUBDIVISION

DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
03–12–2015	J.LUIS CAVAZOS		
DATE REVISED		CHECKED BY	APPROVED BY

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA
MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE

SCALE 1" =100'





FILL PADS DETAILS

SCALE 1" =40'

B-1 ⊗ TEST BORINGS

⊠ EXIST. SEPTIC TANK (OSSF)

□ SEPTIC TANK (OSSF)

COST ESTIMATE

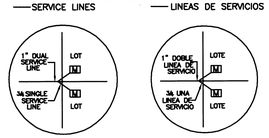
WATER DISTRIBUTION: $ 900.00

SEPTIC TANK (OSSF): $ 1,500.00

⟵ FLOW DIRECTION OF WATER

Ⓦ WATER METER BOX
—8" WATER SUPPLY LINE
—SERVICE LINES

Ⓦ CAJA DE MEDIDOR DE AGUA
—8" LINEA DE AGUA
—LINEAS DE SERVICIOS



REVISION NOTES

No.	Sheet	REVISION	Date	Approved

CANTU ACRES SUBDIVISION

A 5.00 ACRE TRACT OF LAND OUT OF LOT 9, BLOCK 51, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1497829, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR CANTU ACRES SUBDIVISION

Cantu Acres Subdivision is a 5.00 acre tract out of Lot 9, Block 51, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Pages 24–26, map records, Hidalgo County, Texas, and according to special warranty deed recorded under County Clerk's Document Number 1497829, official records, Hidalgo County, Texas. This subdivision is located on the south side of Alberta Road approximately 2,041.20 feet east of Raul Longoria Road. The proposed subdivision will consist of 2 residential lots.

The tract is Zone "AH" with a BFE of 100.00 as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0425 C, dated on November 16, 1982.

This soil is clay, and clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 18–35. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the proposed subdivision is Q= 4.95 cubic feet per second based on a 10–year storm.

After development the runoff will be Q= 11.53 cubic feet per second for an increase of Q= 6.58 cubic feet per second. Detention will be 3,092.56 cubic feet (0.07 acre feet). The proposed detention will be obtained in the green area at the front of the lots. An engineered detention plan showing detention of 2,472.56 cubic feet for Lot 1 and 620.00 cubic feet for Lot 2 will be submitted to the Hidalgo County Planning Department at the time of building permit. Runoff will flow into the road ditch on the south side of Alberta Road, and it will flow easterly to outfall into a Hidalgo County Drainage District No.1 Drainage Ditch.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR STORM IS CONTAINED WITHIN THE RIGHT–OF–WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE ZONE "AH" AREAS OF 100–YEAR SHALLOW FLOODING WHERE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET; BASE FLOOD ELEVATION ARE SHOWN, BUT NO FLOOD HAZARD FACTORS ARE DETERMINED.) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0425 C November 16, 1982 IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

P.E. 2-3-16

ALFONSO QUINTANILLA
P.E. 95534

DATE

SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.– I (WE), EDMUNDO CANTU & GILDA CANTU SUBDIVIDERS OF **CANTU ACRES SUBDIVISION** HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

EDMUNDO CANTU
RT 11 BOX 799
EDINBURG, TEXAS 78539

2-3-16
DATE

GILDA CANTU
RT 11 BOX 799
EDINBURG, TEXAS 78539

2-3-16
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared
EDMUNDO CANTU & GILDA CANTU
proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct.

Given under my hand and seal of office this 3rd day of February, 2016

LILIA A. QUINTANILLA — Notary Public, State of Texas — My Commission Expires July 23, 2016.

LILIA A. QUINTANILLA– NOTARY PUBLIC

FINAL ENGINEERING REPORT FOR CANTU ACRES SUBDIVISION:
BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs.

CANTU ACRES SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION ("N.A.W.S.C."). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAVE PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THE SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 2" DIAMETER WATERLINE RUNNING ALONG THE SOUTH SIDE OF ALBERTA ROAD.

FROM THE SAID 2" DIAMETER WATERLINE, ONE (1) 3/4" DIAMETER SINGLE SERVICES LINE RUNNING TO THE WATER METER BOXES FOR LOT 2. THERE IS AN EXISTING WATER METER CURRENTLY SERVING FOR LOT 1.

THE 3/4" SINGLE SERVICES AND THE METER BOXES WILL BE INSTALLED, AT A TOTAL COST OF $ 990.00 THE SUBDIVIDER HAS IN ADDITION PAID N.A.W.S.C. THE SUM OF $ 1,3750.00 FOR LOT 2 AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT AND REPRESENTS THE TOTAL COST OF WATER METERS AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE N.A.W.S.C. SYSTEM. THE ENTIRE WATER FACILITIES HAS BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM CANTU ACRES SUBDIVISION, IS TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12481) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12481) HAD ONE (1) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOT 1. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12481) INDICATES A CLAY LOAM (WITH TEXURE CLASS III) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL, THE 10–YEAR STORM BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS WILL BE INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $ 1,500.00. THERE IS AN EXISTING SEPTIC TANK ON LOT 2. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON OCTOBER 5, 2015

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL CONSTRUCTED WATER AND ON–SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES WILL BE FULLY CONSTRUCTED, WITH INSTALLATION OF WATER METERS, AT A TOTAL COST OF $ 2,365.00 FOR LOT 2. THERE IS AN EXISTING WATER METER CURRENTLY SERVING FOR LOT 1.

SEWAGE FACILITIES– THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ 1,500.00. THERE IS AN EXISTING SEPTIC TANK ON LOT 2.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

P.E. 2-3-16

ALFONSO QUINTANILLA
P.E. 95534

DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION CANTU ACRES SUBDIVISION:
POR ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion y Costos.

CANTU ACRES SUBDIVISION SERA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HAN COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UNA LINEA EXISTENTE DE 2" DE DIAMETRO DE AGUA QUE CORRE POR EL LADO SUR DE LA CALLE ALBERTA ROAD.

DE LA LINEA DE 2" DE DIAMETRO, SE DESPRENDEN UN (1) SERVICIO DE 3/4" DE DIAMETRO QUE CORREN HACIA EL LOTE HASTA UN MEDIDOR PARA LOTE 2. LOTE 1 TIENE UN MEDIDOR DE AGUA EXISTENTE.

LA LINEA DE SERVICIO DE 3/4" DE DIAMETRO, Y LA CAJA DE LOS MEDIDOR DE AGUA SERAN INSTALADAS A UN COSTO TOTAL DE US$ 990.00 POR LOTE 2. ADICIONALMENTE, EL DUEÑO DE LA SUBDIVISION PAGARA A N.A.W.S.C. LA CANTIDAD DE US$ 1,375.00 POR LOTE 2 DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE EL CUAL CUBRE LOS MEDIDORES DE AGUA, INSTALACION, CONEXION Y MEMBRESIAS. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion y Costos.

EL DRENAJE DE CANTU ACRES SUBDIVISION, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12481) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 12481) HIZO UNO (1) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTE 1. (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UN MARGA DE BARRO ARENOSO (CON TEXTURA CLASE III) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 12481). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR LOTE 1 SON US$ 1,500.00 , INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS SERAN INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE US$ 1500.00. LOTE 2 TIENE UNA FOSA SEPTICA EXISTENTE. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE EL 5 DE OCTUBRE DE 2015

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA DE AGUA (TODO INCLUSO) SERA CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL COSTO TOTAL ES DE US$ 2,365.00 POR LOTE 2. LOTE 1 TIENE UN MEDIDOR DE AGUA EXISTENTE.

DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN US$ 1,500.00 POR LOTE 1 (TODO INCLUSO). LOTE 2 TIENE UNA FOSA SEPTICA EXISTENTE.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

P.E. 2-3-16

ALFONSO QUINTANILLA
P.E. 95534

DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00

LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 2 OF 2 SHEETS	FILENAME : F:\DATA\SUBD\EDINBURG\CANTU ACRES SUBDIVISION\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	5–19–2015	M.G.		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 3-01-2016

PROPOSED **PRESIDIO ESTATES UNIT 2** SUBDIVISION, PRECINCT No. **1 .**

ENGINEER FIRM: **KK ENGINEERING** DEVELOPER: **BENNETT FLORES INVESTMENTS, LLC**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **32** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **½ mile East of Tower Road on the South side of Minnesota Road.**

SUBDIVISION LIES WITHIN THE: ☒ ETJ of Alamo and after further review the proposed subdivision is not requesting utility services form the City, therefore, no review or approval from the City is required.

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **1-27-15** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **Will be provided by a Storm Drainage Pipe System connecting to a proposed regional detention pond. From the detention pond , a 15" RCP will be connecting to an existing manhole which connects on to Drainage Ditch H.C.I.D. No. 2**

ROAD R.O.W. DEDICATION: **20 feet to Minnesota Road.**

H.C.R.O.W. FINAL APPROVAL DATE: **1-27-16** By, **Roy Gonzalez** PCT. 1 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **1-25-16** By, **Elizardo Ramos, Environmental Health Division Manager**

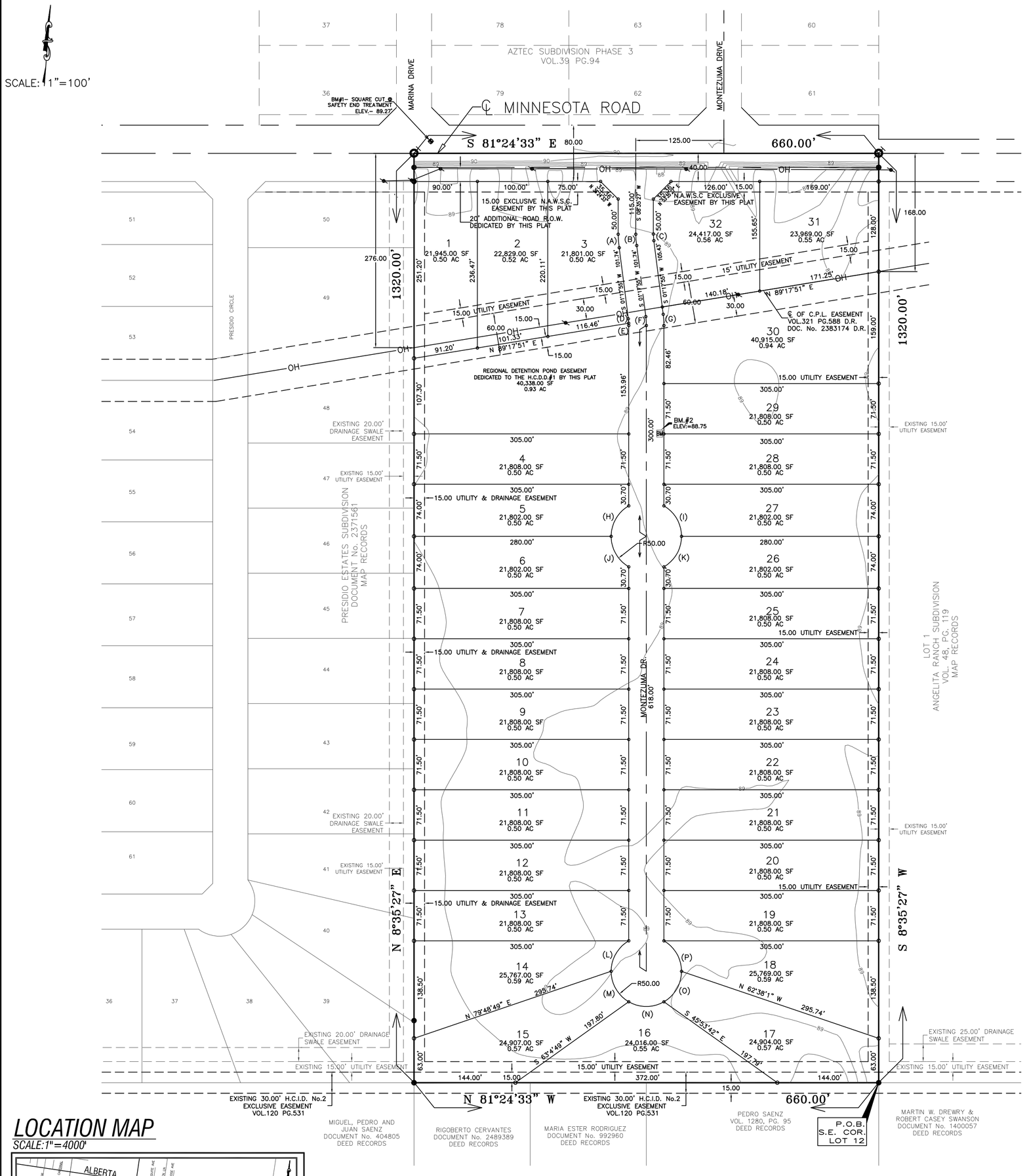
SEWER SYSTEM:
☐ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **JOSE A. GONZALEZ**
☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: **1-25-16**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **North side of Minnesota Road.**

H.C.O.E.C. FINAL APPROVAL DATE: **1-12-16** : By **Martin Ramirez, Envirnmental Compliance Coordinator**
☒ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

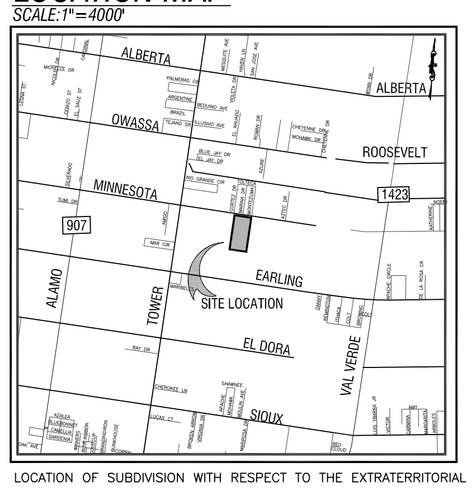
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **3-03-2015**

STAFF RECOMMENDS:
☐ **Staff Recommending No Action**
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments.*
☒ **Final Approval** *subject to recommendations other departments*
This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,
* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



LOCATION MAP

SCALE:1"=4000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL

PRESIDIO ESTATES UNIT 2 IS LOCATED ON THE SOUTH SIDE OF MINNESOTA ROAD APPROXIMATE ½ MILE EAST TOWER ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ALAMO, ACCORDING TO THE OFFICIAL MAP IN THE OFFICES OF THE SECRETARY OF THE CITY OF ALAMO (POPULATION 35,100 – 2010 CENCUS) AND HIDALGO COUNTY PLANNING DEPARTMENT. THIS SUBDIVISION LIES WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF ALAMO UNDER LOCAL GOVERNMENT CODE 212.001 PRECINCT. No. 1.

LEGEND

- ◉ C.P.S FOUND
- ⊗ PK NAIL SET
- ● 1/2" I.R. SET
- ○ 1/2" IRON ROD FOUND

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
A	20.00'	125.00'	9°10'09"	S 04°00'22" W	19.98'
B	16.00'	100.00'	9°10'10"	S 04°00'22" W	15.99'
C	9.55'	75.00'	7°17'32"	S 04°56'41" W	9.54'
D	6.30'	75.00'	4°48'58"	N 03°42'24" E	6.30'
E	3.24'	75.00'	2°28'34"	N 07°21'10" E	3.24'
F	12.73'	100.00'	7°17'32"	N 04°56'41" E	12.72'
G	15.91'	125.00'	7°17'32"	N 04°56'41" E	15.90'
H	52.36'	50.00'	60°00'00"	S 38°35'27" W	50.00'
I	53.36'	50.00	60°00'00"	N 21°24'33" W	50.00'
J	53.36'	50.00	60°00'00"	S 21°24'33" E	50.00'
K	53.36'	50.00	60°00'00"	N 38°35'27" E	50.00'
L	53.36'	50.00	60°00'10"	S 38°35'22" E	50.00'
M	53.37'	50.00	60°00'37"	S 21°25'02" E	50.01'
N	52.35'	50.00	59°59'23"	S 81°25'02" E	49.99'
O	52.35'	50.00	59°59'00"	N 38°35'46" E	49.99'
P	52.37'	50.00	60°00'50"	N 21°24'08" W	50.01'

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
410 E. DOVE (FIRM REGISTRATION #F-1334)
P.O. BOX 3422 McALLEN, TEXAS 78502
(956) 630-2125 FAX (956) 630-2219

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	KYNDEL W. BENNETT, BENNETT-FLORES INVESTMENTS, LLC.	P.O. BOX 365	LA BLANCA 78558	(956) 464-4431	(956) 464-2597
ENGINEER:	KAMBIZ S. KHADEMI P.E.	410 E. DOVE AVE.	McALLEN 78504	(956) 630-2125	(956) 630-2219
SURVEYOR:	JOSE MARIO GONZALEZ R.P.L.S.	24593 FM88	MONTE ALTO 78538	(956) 380-5154	(956) 380-5156

METES AND BOUNDS

A TRACT OF LAND CONTAINING 20.00 ACRES OF LAND, SITUATED IN HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF LOT 12, BLOCK 49, ALAMO LAND & SUGAR SUBDIVISION, MAP REFERENCE: VOLUME 1, PAGE 24, H.C.M.R., AND SAID 20.00 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING ON AN IRON ROD SET ON THE SOUTHEAST CORNER OF SAID LOT 12 AND THE SOUTHWEST CORNER OF ANGELITA RANCH SUBDIVISION, RECORDED IN VOLUME 48, PAGE 119, MAP RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS TRACT AND THE POINT OF BEGINNING;

THENCE, N 81 24' 33" W, ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 660.00 FEET TO AN IRON ROD SET ON THE SOUTHEAST CORNER OF PRESIDIO ESTATES SUBDIVISION, RECORDED IN DOCUMENT NO. 2371561, MAP RECORDS, HIDALGO COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 08 35' 27' E, ALONG THE EAST LINE OF SAID PRESIDIO ESTATES SUBDIVISION, AT A DISTANCE OF 1280.00 FEET PASS AN IRON ROD FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF MINNESOTA ROAD, AT A DISTANCE OF 1,300.00 FEET PASS AN IRON ROD FOUND ON THE SOUTH RIGHT-OF-WAY LINE OF SAID MINNESOTA ROAD, CONTINUING A TOTAL DISTANCE OF 1320.00 FEET TO A NAIL SET AT THE NORTH LINE OF SAID LOT 12 IN THE RIGHT-OF-WAY OF SAID MINNESOTA ROAD, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 81 24' 33' E, ALONG NORTH LINE OF SAID LOT 12 AND THE RIGHT-OF-WAY OF SAID MINNESOTA ROAD, A DISTANCE OF 660.00 FEET TO A NAIL AT THE NORTHEAST CORNER OF SAID LOT 12 AND THE NORTHWEST CORNER OF SAID ANGELITA RANCH SUBDIVISION, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 08 35' 27' W, ALONG THE COMMON LINE OF SAID LOT 12 AND ANGELITA RANCH SUBDIVISION, AT A DISTANCE OF 20.00 FEET PASS AN ROD SET ON THE SOUTH RIGHT-OF-WAY LINE OF SAID MINNESOTA ROAD, CONTINUING A TOTAL DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING, CONTAINING 20.00 ACRES OF LAND, MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and and lay thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this____ day of _____ 201___.

_____
KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA ROAD, TX 78558

STATE OF TEXAS
COUNTY OF HIDALGO

UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE PRESIDIO ESTATES UNIT 2 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, _____

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY:_____ DEPUTY

SHEET 1 OF 3

GENERAL SUBDIVISION PLAT NOTES

1. MINIMUM FINISH FLOOR ELEVATION SHALL BE 24" ABOVE THE TOP OF THE STREET CURB WHEN MEASURED AT THE CENTER FRONT OF ALL THE LOTS. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIREDFOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

2. FLOOD ZONES STATEMENTS:

ZONE "C" AREAS OF MINIMUM FLOODING (NO SHADING)
COMMUNITY–PANEL NO. 480334 0425 C EFFECTIVE DATE: NOVEMBER 16, 1982.

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT–OF–WAY ARE WITHIN THE 100–YEAR FLOOD PLAIN. COMMUNITY–PANEL NO. 480334 0425 EFFECTIVE DATE: NOVEMBER 16, 1982. OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY,TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFIED NO OTHER AREAS AS SHOWN ON THIS PLAT ARE WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100–YEAR FLOOD PLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

3. SETBACKS:

FRONT:	25.00 FEET AND 15 FEET FOR LOTS 16
	40.00 FEET IF FRONTING MINNESOTA RD
REAR:	15.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE:	15.00 FEET AND 20.00 FEET FOR LOT 3 AND 32
GARAGE FRONT:	18.00 FEE
SIDE:	6.00 FEET OR EASEMENT WHICHEVER IS GREATER

4. NO MORE THAN ONE SINGLE–FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS NO COMMERCIAL USE SHALL BE ALLOWED FOR LOTS 4 THROUGH 30. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5. CORNER MARKERS, CONSISTING OF A ONE–HALF (1/2) INCH STEEL ROD 18 INCHES IN LENGTH, WITH PLASTIC CAP STAMPED "RIO DELTA SURVEYING", HAVE BEEN DRIVEN FLUSH WITH THE GROUND SURFACE TO MARK THE CORNERS OF ALL LOTS.

6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

–>B.M. NO. 1–ELEV. 89.27 (NAVD 1988) SQUARE CUT AT SAFETY END TREATMENT LOCATED NORTH WEST CORNER OF DEVELOPERMENT AT MARINA DRIVE. REFER TO PLAT

–>B.M. NO. 2–ELEV. 88.75 (NAVD 1988) TOP OF TYPE "A" INLET LOCATED ON THE NORTHWEST CORNER OF LOT 28. REFER TO PLAT

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 30,200.00 CUBIC–FEET (0.69 ACRE–FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No.3 FOR STORM SEWER IMPROVEMENTS.)

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. AN OFF–STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

12 ON–SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

13. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION

14. KYNDEL W. BENNETT , THE OWNER & SUBDIVIDER OF PRESIDIO ESTATES No.2 SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.

15. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

16. REGIONAL DRAINAGE FACILITY (RDF) FOR THIS DEVELOPMENT SHALL BE DEDICATED TO HCDD No. 1 AS SHOWN ON THE PLAT. CONSTRUCTION SHALL BE IN ACCORDANCE WITH COUNTY AND HCDD No. 1 SPECIFICATION. HCDD No. 1 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID RDF. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN THE RDF EASEMENT.

18. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5 % SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES APPENDIX 3.1.4.

19. THE PURCHASER OF LOTS 1, 2, 3 31, AND 32 SHALL BE RESPONSIBLE TO INSTALLED DRIVEWAY CULVERT REINFORCED CONCRETE PIPE OF NO LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH.

INDEX TO SHEETS OF PRESIDIO ESTATES UNIT 2 SUBDIVISION

SHEET 1	HEADING; INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOT, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR' S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. NO. 1 CERTIFICATION; HIDALGO COUNTY IRRIGATION DISTRICT No.2 AND HCHD. REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; REVISION NOTES; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATE; (ENGLISH AND SPANISH VERSION); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION. WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; & CONSTRUCTION DETAILS.

PLAT OF PRESIDIO ESTATES UNIT 2 SUBDIVISION

20.00 ACRES OF LAND, SITUATED IN THE CITY OF ALAMO, HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF LOT 12, BLOCK 49, ALAMO LAND & SUGAR SUBDIVISION, MAP REFERENCE: VOLUME 1, PAGE 24, H.C.M.R.,

PREPARED BY: K K ENGINEERING CONSULTANT
DATE: JANURAY, 2015

STATE OF TEXAS COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

PRESIDIO ESTATES UNIT 2, L.P., AS OWNER OF THE 20.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED PRESIDIO ESTATES UNIT 2 SUBDIVISION HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE OF STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
OWNER: DATE
PRESIDIO ESTATES UNIT 2, L.P.
A TEXAS LIMITED PARTNERSHIP
BY: KRJ ROY, L.L.C.
A TEXAS LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER
BY: KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT. AND ACKNOWLEDGED TO ME THAT HE (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE_____DAY OF_____ 201____.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES_____

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS, THE_____DAY OF_____ 201____.

NO IMPROVEMENTS OF ANY KIND(INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHT–OF–WAYS OR EASEMENTS.

_____ ATTEST_____
PRESIDENT SECRETARY

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE§ 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
BY: _____
_____

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF PRESIDIO ESTATES UNIT 2 SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON,_____ _____.

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, KAMBIZ S. KHADEMI A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE ____ DAY OF _____ 201___

_____
REGISTERED PROFESSIONAL ENGINEER

No.57767 STATE OF TEXAS

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

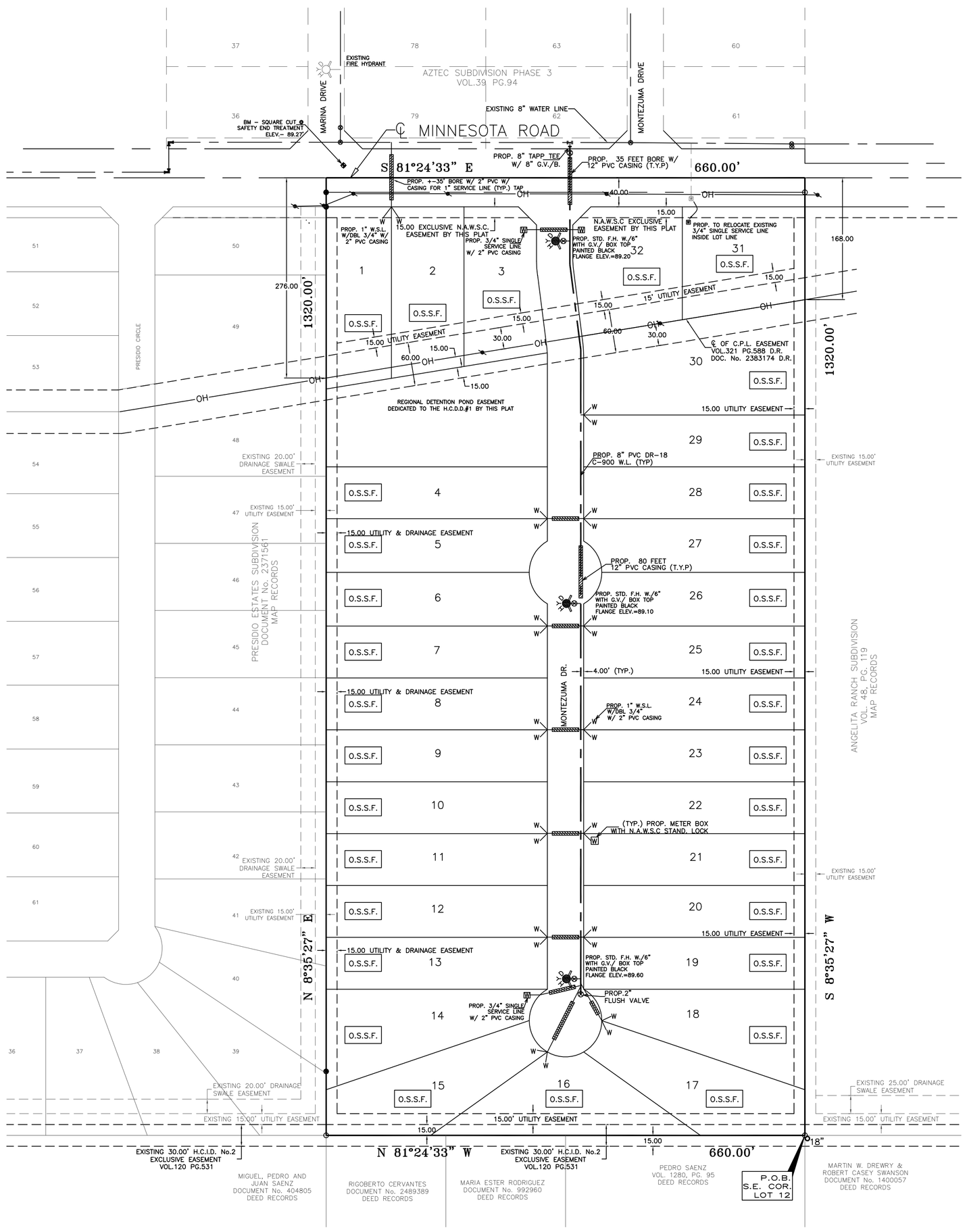
I, JOSE MARIO GONZALEZ, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND DESCRIPTION OF THE PRESIDIO ESTATES UNIT 2 SUBDIVISION WAS PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

DATED THIS THE _____ DAY OF _____ 201___

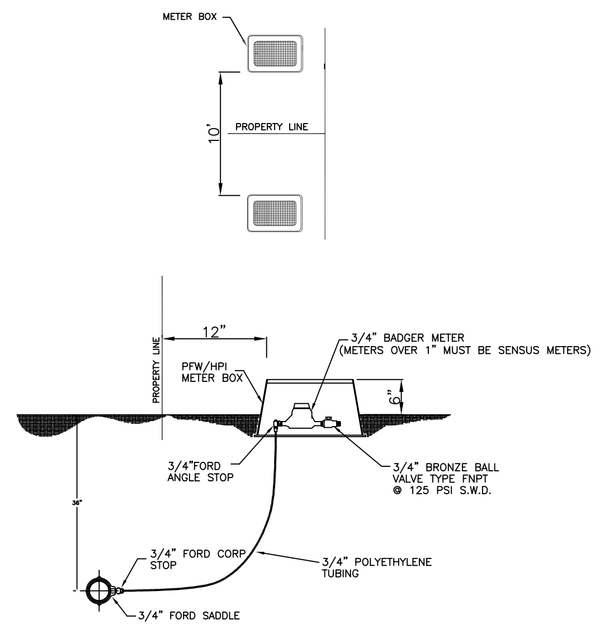
_____
REGISTERED PROFESSIONAL SURVEYOR

NO.5571 STATE OF TEXAS

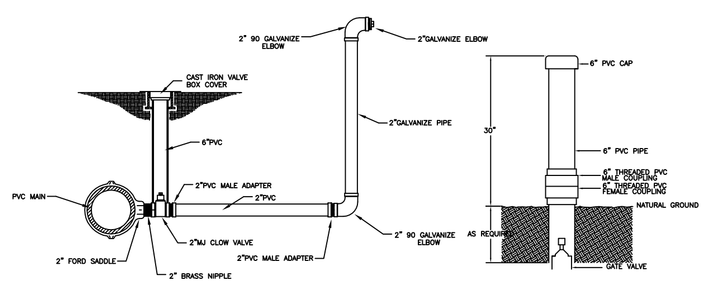
STATE OF TEXAS
REGISTERED
JOSE MARIO GONZALEZ
5571
PROFESSIONAL
LAND SURVEYOR



CONSTRUCTION COST ESTIMATE:	
1-WATER:	$
2-OSSF:	$38,400.00
3-PAVING:	$
4-DRAINAGES:	$
TOTAL:	$

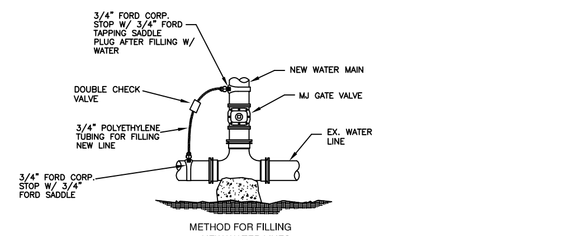


SHORT SERVICE CONNECTION

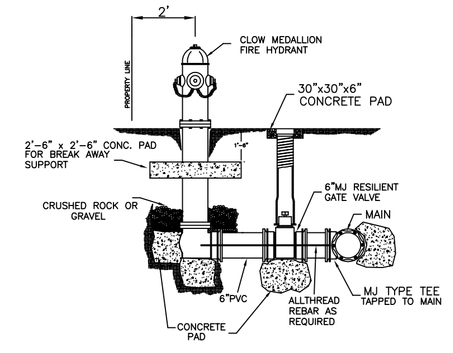


FLUSH VALVE ASSEMBLY

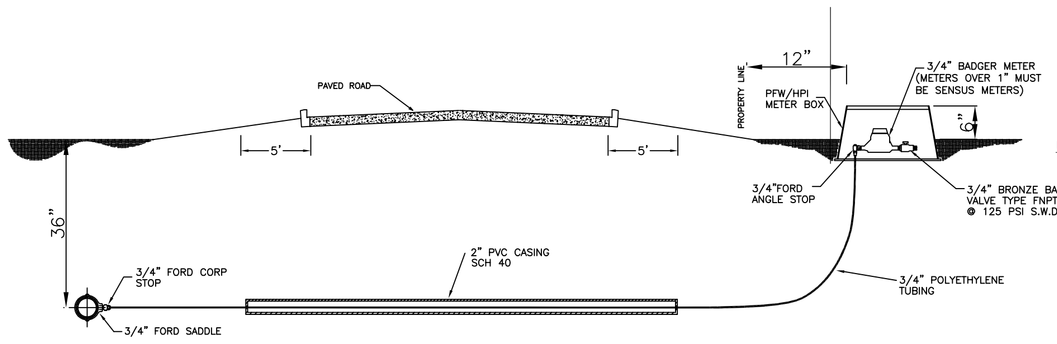
STANDARD VALVE MARKER



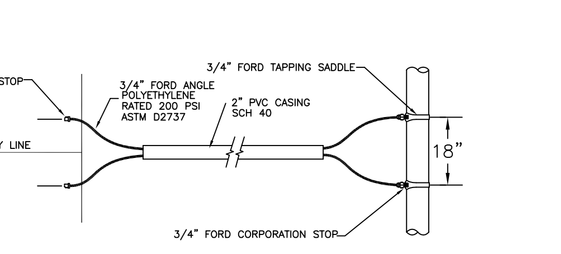
METHOD FOR FILLING NEW WATER LINES



FIRE HYDRANT ASSEMBLY



NOTE: PVC ENCASEMENT SHOULD EXTEND THE MINIMUM OF 5' OF EDGE OF PAVEMENT ON BOTH SIDES OF ROAD



LONG SERVICE CONNECTION

NOTE: MAGNETIC TAPE (CAUTION TAPE) BURIED 16" BELOW NATURAL GROUND

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:
PRESIDIO ESTATES UNIT 2 SUBDIVISION HAS BEEN PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" WATER LINE ALONG THE NORTH R.O.W. LINE OF MINNESOTA ROAD. FROM THESE PREVIOUS MENTIONED 8" WATER LINES WE HAVE INSTALLED ONE (1) NEW 8" WATER LINES RUNNING SOUTH ALONG THE EAST OF NEW ROAD R.O.W. OF STREET NAME ENDING WITH A 2" FLUSH ASSEMBLY ON THE NORTH WEST CORNER OF LOT 18.

WATER DISTRIBUTION FOR THE PRESIDIO ESTATES UNIT 2 SUBDIVISION CONSISTS OF FOURTEEN (14)-1" DIAMETER DUAL SERVICE LINES, THREE (3) ¾" SINGLE SERVICE LINES AND ONE (1) EXISTING WATER SERVICES LINE WITH WATER METER FOR LOT 31. THE 8" WATERLINES, THE DUAL SERVICE LINES, THE METER BOXES & LOCKS HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $_ OR $_____ PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $_____ WHICH COVERS THE $_____ COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 4 FIRE HYDRANTS AT A UNIT COST OF $_____ FOR A TOTAL COST OF $_____, THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION: COST AND OPERABILITY DATES
SEWAGE FROM PRESIDIO ESTATES UNIT 2 SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ('OSSF') CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. JOSE A. GONZALEZ SITE EVALUATOR REG.# 122758, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOUL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA TOTAL OF 8 BORES WERE DONE (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM CLASS III, EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST OF THE INSTALLATION OF THE SEPTIC SYSTEM ON AN INDIVIDUAL LOT WAS $1,200.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AND FINALIZED AT THIS TIME AT A TOTAL COST OF $38,400.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYSTEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $_____ WHICH EQUALS TO $_____ PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $1,200.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $38,400.00 FOR THE ENTIRE SUBDIVISION.

_____ _____
KAMBIZ S. KHADEMI, PE DATE
P.E. # 57767

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO
PRESIDIO ESTATES UNIT 2 SUBDIVISION HA SIDO PROVEÍDA DE AGUA POTABLE POR NORTH ALAMO WATER SUPPLY CORP. (N.A.W.S.C). EI DUENO Y N.A.W.S.C. HAN HECHO UN CONTRATO EN CUAL N.A.W.S.C. HA PROMETIDO PROPORCIONAR SUFICIENTE AGUA A LA SUBDIVISIÓN DURANTE AL MENOS 30 AÑOS Y N.A.W.S.C. HA PROPORCIONADO LA DOCUMENTACIÓN PARA ESTABLECER SUFICIENTEMENTE LA CANTIDAD Y LA CALIDAD DE LOS ABASTECIMIENTOS DE AGUA DISPONIBLES PARA SERVIR EL DESARROLLO LLENO DE ESTA SUBDIVISIÓN. N.A.W.S.C. TIENE UNA LINEA DE 8" A LADO NORTE DE LA CALLE MINNESOTA ROAD. DE ESTA MISMA LINEA PREVIAMENTE MENCIONADA, INTALAREMOS 1 LINEAS NUEVAS DE 8" CON DIRECCION VERTICAL SUR POR EL LA NUEVA VILLA DE CALLE DEDICADADA POR ESTA SUBDIVISION NOMBRE DE CALLE, TERMINANDO EN LA ESQUINA NOROESTE DEL LOTE 18 CON UN ENSAMBLE DE BARBULA DE ESCAPE DE 2".

DISTRIBUCIÓN DE AGUA PARA PRESIDIO ESTATES UNIT 2 SUBDIVISIÓN CONSISTE EN TRES (3) LINEAS DE ¾" SERVICIO SENCILLO Y CATORSE (14) LINEAS DE 1" DIÁMETRO DE SERVICIO DUALES CUALES TERMINAN EN LAS CAJA DEL MEDIDOR CON CANDADOS DE CADA SOLAR Y UN SERVISIO EXISTENTE DE ¾" EN EL SOLAR 31. LAS LÍNEAS DE SERVICIO DUALES Y SENCILLAS DE ¾" Y LAS CAJAS DEL MEDIDOR HAN SIDO INSTALADAS A UN COSTO TOTAL DE $ O $_____ POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.E.W.S.C. $_____ DE ACUERDO AL CONTRATO DE LA CARTA DE 30 AÑOS LA CUAL CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $_____. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.E.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 4 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO INDIVIDUAL DE $_____ A UN COSTO TOTAL DE $_____. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN
SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR. ESTA FOSA SETICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. JOSE A. GONZALEZ EVALUADOR DE SUELOS REG.# 12258 EH AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. SE HICIERON 8 EXCAVACIONES DE EVALUACIÓN DE SUELO EN LUGARES OPUESTOS EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON $1,200.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL A UN COSTO TOTAL DE $38,400.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DEL SISTEMA DE FOSAS SEPTICAS.

CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $_____ O $_____ POR LOTE

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,200.00 POR SISTEMA A UN COSTO TOTAL DE $38,400.00 TODA LA SUBDIVISIÓN.

_____ _____
KAMBIZ S. KHADEMI, PE DATE
P.E. # 57767

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED PROFESSIONAL ENGINEER

SUBDIVIDER CERTIFICATION:

1.-BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a)WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b)SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.-I KYNDEL W. BENNETT SUBDIVIDER OF PRESIDIO ESTATES UNIT 2 SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY AND QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE REQUIRED BY STATE AND COUNTY REGULATIONS.

_____ _____
OWNER: DATE
PRESIDIO ESTATES UNIT 2, L.P.
A TEXAS LIMITED PARTNERSHIP
BY: KRJ RGV, L.L.C
A TEXAS LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER
BY: KYNDEL W. BENNETT, PRESIDENT
P.O. BOX 365
LA BLANCA, TX 78558

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KYNDEL W. BENNETT KNOWN TO MY BY THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS TIME _____ DAY OF _____, 20_____.

_____
NOTARY PUBLIC
MY COMSTUART EXPIRES _____

BY	DATE	REVISION

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F-1334)
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DRAWING DATE: JANUARY, 2015
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1"= 100'

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 JANUARY/2015

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PRESIDIO ESTATES UNIT 2
SUBDIVISION

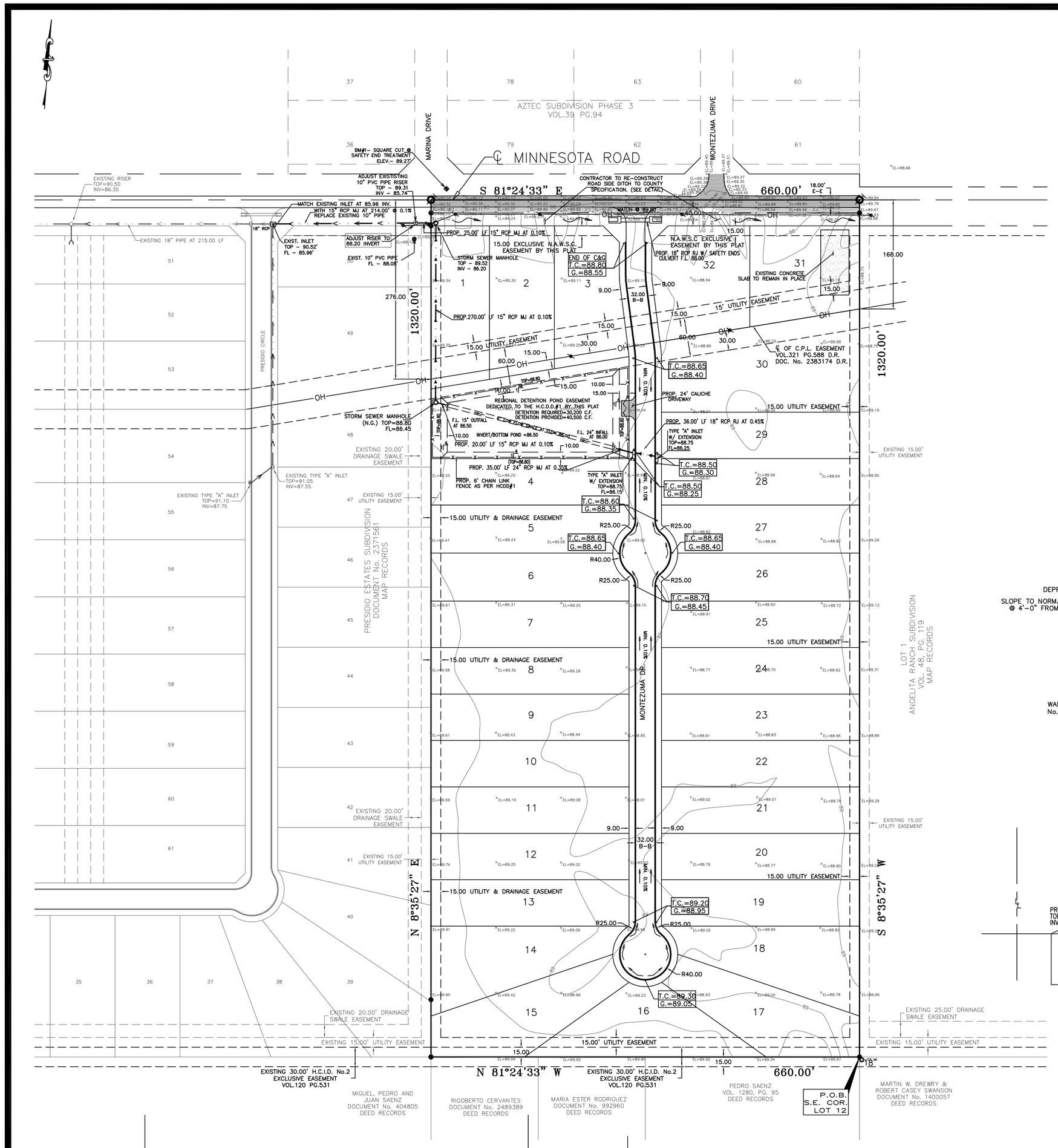
HIDALGO COUNTY
Pct. 1

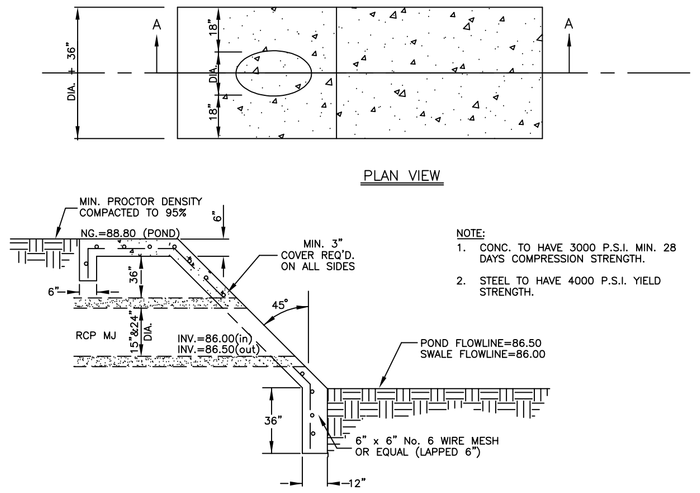
EXISTING TOPO AND PROPOSED WATER IMPROVEMENTS (NAWSC) AND SEPTIC TANKS

PRESIDIO ESTATES UNIT 2, L.P.

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File Name: SEPTIC & WATER





PRESIDIO ESTATES UNIT 2 SUBD. DETENTION POND RIP-RAP

N.T.S.

THE REFERENCED SUBDIVISION IS A 20-AC.TRACT OF LAND LOCATED ON THE SOUTH SIDE OF MINNESOTA ROAD 2,000' EAST OF TOWER ROAD. THIS AREA IS IN THE RURAL ETJ OF CITY OF ALAMO.

THE PROPOSED USE IS MOSTLY FOR SINGLE-FAMILY RESIDENTIAL LOTS (32). THE NATURAL DRAINAGE IN THE GENERAL AREA IS TO THE NORTHEAST INTO THE EXISTING MINNESOTA ROADSIDE DITCH RUNNING WEST TO TOWER ROAD INTO AN EXISTING 24' DRAINAGE PIPE WHICH IS OUT-FALLING NORTH INTO THE EXISTING DRAINAGE DITCH (HCID #2). THE EXISTING RUNOFF FROM THE SITE FOR A 10-YEAR STORM IS 8.44 CUBIC FEET PER SECOND. (SEE TABLES I, IA, AND II).

THE PROPOSED DEVELOPMENT (DUE TO LARGE LOTS & SMALL HOMES) WILL VERY SLIGHTLY INCREASE RUNOFF WITHOUT DETENTION TO 10.40 CUBIC FEET PER SECOND BASED ON A 10-YEAR STORM. BASED ON THE COUNTY'S POLICY THAT THERE BE NO ADDITIONAL RUNOFF FROM A 10-YEAR STORM, A 30,200 CUBIC FEET (0.69 ACRE-FEET) OF DETENTION IS REQUIRED. A DETENTION POND WILL BE PROVIDED, DEDICATED TO THE COUNTY & SHOWN ON THE PLAT.

ADDITIONAL DRAINAGE IMPROVEMENTS ARE PROVIDED VIA STREET/GUTTER POSITIVE FLOW WITH CURB INLETS WITH EXTENSIONS AND 18"- 24" R.C.P. AS WELL AS A 15" R.C.P. RESTRICTED OUTFALL CONNECTING TO AN EXISTING INLET AND AN 18" DRAINAGE PIPE, ALONG THE EAST SIDE OF PRESIDIO CIRCLE ON THE SOUTH SIDE OF MINNESOTA ROAD.

FLOOR ELEV. (SEE PLAT NOTE) WILL BE SET ABOVE THE 100 YR. FLOOD. THIS SUBD. IS IN ZONE "C" FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO.480334 0425 C REVISED NOV. 16, 1982.

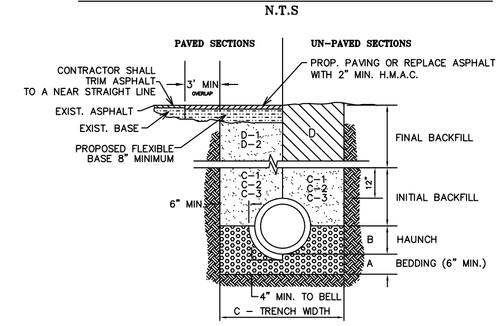
KAMBIZ S. KHADEMI
P.E. 5767

DATE

STATE OF TEXAS
KAMBIZ S. KHADEMI
57767
REGISTERED
PROFESSIONAL ENGINEER

STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S



A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE - SAND GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. THICKNESS = 6") - PIT RUN GRAVEL 3/4" MAX. SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE - SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH - SHALL BE BELL O.D. x 1.5 + 12".

C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS - SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C-2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS - COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE - SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

D-1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS - SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

D-2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS - COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

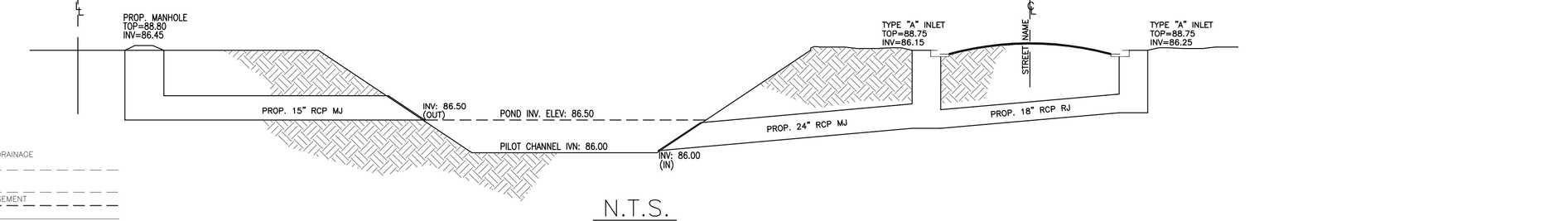
D. FINAL BACKFILL - COMPACTED TO 90% STANDARD PROCTOR DENSITY (12" LIFT, MECHANICAL COMPACTION). FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSTITUTE.

NOTE: MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICAITONS.

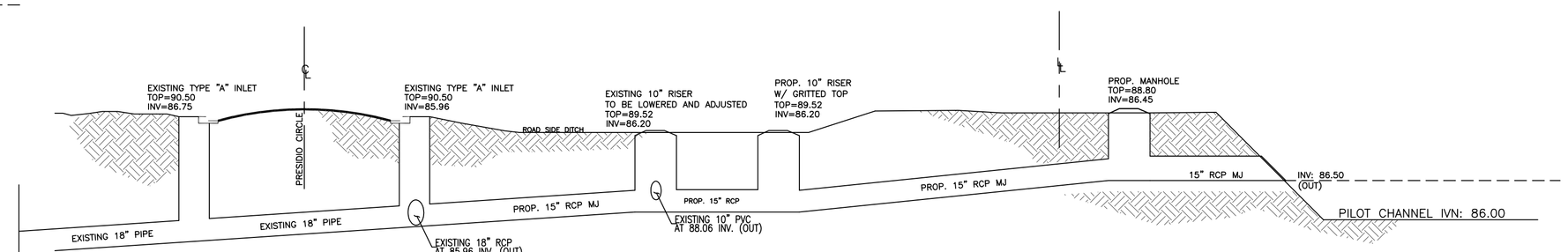
CURB INLET
TYPE "A"

PRECAST CONCRETE MANHOLE DETAIL

NO SCALE



N.T.S.



N.T.S.

CURB AND GUTTER DETAIL
(3" ROLLOVER)
N.T.S

N.T.S.

K K Engineering Consultant
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BY	DATE	REVISION

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PRESIDIO ESTATES UNIT 2 SUBDIVISION
HIDALGO COUNTY Pct. 1

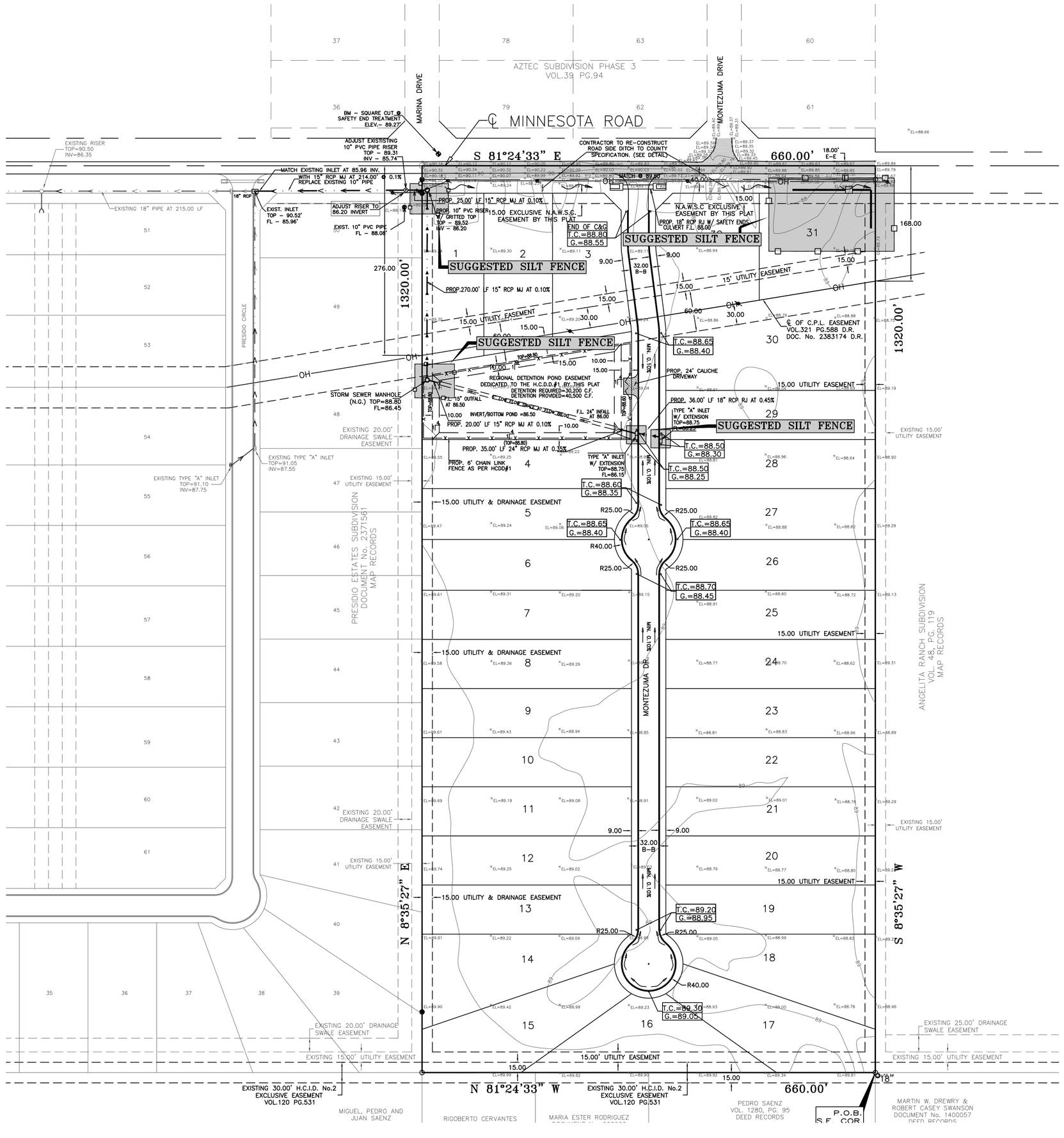
EXISTING TOPO AND PROPOSED PAVING, STORM DRAINAGE AND DETENTION POND

PRESIDIO ESTATES UNIT 2, L.P.

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File Name: PAVING & DRAIANGE

SHEET 3 OF 3



EROSION GENERAL NOTES:

1. IT IS THE INTENT OF THE INFORMATION PROVIDED ON THIS SHEET TO BE USED AS THE GENERAL GUIDELINES OF THE STORM WATER OF COMPLIANCE WITH FEDERAL REGULATIONS. THE CONTRACTOR SHALL PREPARE THE STORM WATER POLLUTION PREVENTION PLAN AND BE SOLELY RESPONSIBLE FOR ITS IMPLENTATION. THE STORM WATER POLLUTION PREVENTION PLAN SHALL MEET THE REQUIREMENTS SET FORTH BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TPDES)GENERAL PERMIT NO. TXR15000 TO DISCHARGE WASTE FROM CONSTRUCTION SITES ISSUED AND EFFECTIVE MARCH 5, 2003.

2. THE STORM WATER POLLUTION PLAN SHOULD ADDRESS THREE GOALS: A) DIVERSION OF UPSLOPE WATER AROUND DISTURBED AREAS OF THE SITE; B) LIMITS THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND C) REMOVAL OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.

3. THE CONTRACTOR SHALL MAKE THE STORM WATER POLLUTION PREVENTION PLAN AVAILABLE, UPON REQUEST, TO (EPA).

4. THE CONTRACTOR MUST AMEND PLANS WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EFFECTIVE PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE BY THE OWNER.

5. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 14 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCHES. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.

6. AN INSPECTION REPORT THAT SUMMARIZES INSPECTION ACTIVITIES AND IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE RETAINED AND MADE PART OF THE PLAN.

7. ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED IN THE PLAN MUST CERTIFY AS TO AN UNDERSTANDING OF THE NPDES GENERAL PERMIT BEFORE CONDUCTING ANY ACTIVITY IDENTIFIED IN THE POLLUTION PREVENTION PLAN.

8. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE: DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR; REGULAR COLLECTION OF WASTE; CONVENIENTLY LOCATED WASTE RECEPTACLES; AND DESIGNATING AND CONTROLLING EQUIPMENT WASHDOWN.

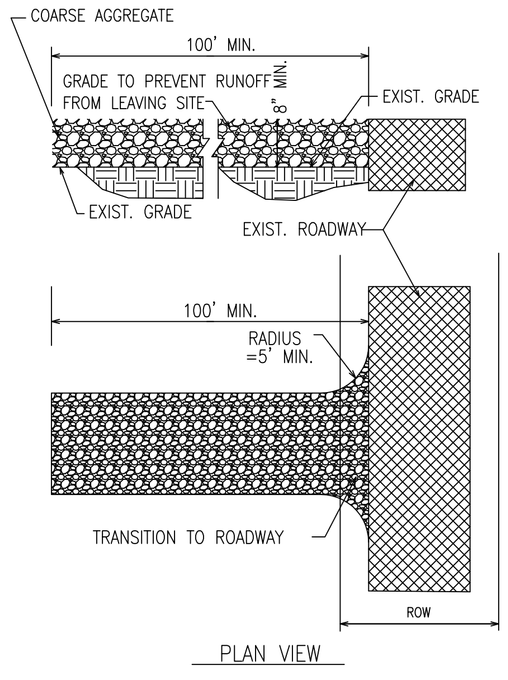
9. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF REQUIREMENTS OF LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASIS FOR ADDITIONAL COST TO THE OWNER.

10. AREAS OF CONSTRUCTION ELSEWHERE ON THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.

11. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN (SWP3). THE WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.

12. ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHED AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY THE OWNER.

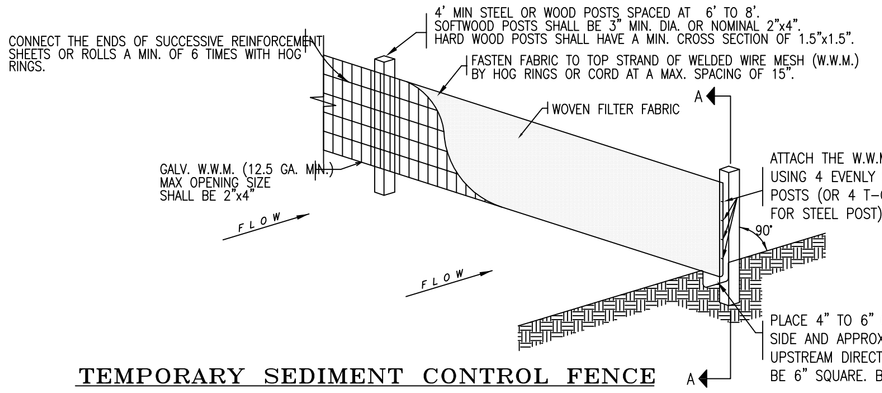
13. THE CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION EXIT AT ALL TRAFFIC EXIT POINTS PRIOR TO EXITING ONTO ANY PAVED ROADWAY.



STABILIZED CONSTRUCTION EXIT
(CONTRACTOR TO CHOOSE LOCATION)

NOTES:

1. STONE SHALL BE 3 TO 5 INCH DIA. CRUSHED ROCK OR ACCEPTABLE CRUSHED CEMENT CONCRETE.
2. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHAL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
3. THE ENTRANCE SHALL BE PROPERLY GRADED OR INCORPORATE DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
4. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PAVEMENT SURFACES, MUST BE REMOVED IMMEDIATELY.



TEMPORARY SEDIMENT CONTROL FENCE

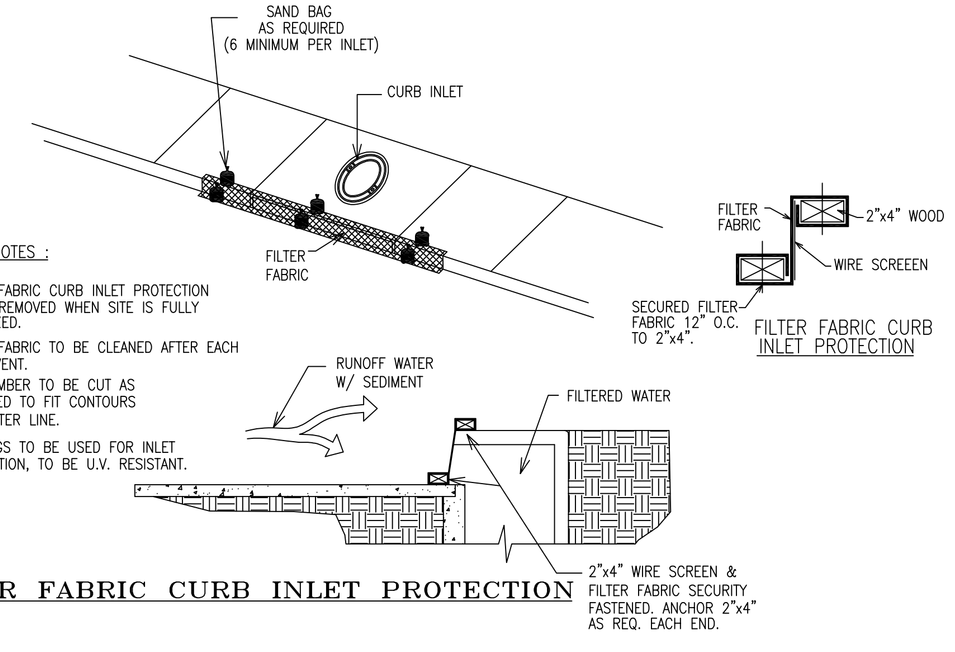
GENERAL NOTES :

1. STEEL POSTS WHICH SUPPORT TH SILT FENCE SHALL BE INSTALLED WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 18".
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN WEIGHT FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE, AS NECESSARY, TO PREVENT FLOW UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAND IN THE GROUND AND BACKFILLED.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OF TO BACKING SUPPORT, WITH IS IN TURN ATTACHED TO THE STEEL FENCE POST FABRIC SHALL OVERLAP AT ABUTTING ENDS A MINIMUM OF 3 FEET AND SHALL BE JOINED SUCH THAT NO BYPASS OR LEAKAGE OCCURS.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL, REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6 INCHES. THE SILT SHALL BE DISPOSED OF IN AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

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. SEDIMENT CONTROL FENCE IS NOT RECOMMENEDED TO CONTROL EROSION FROM A DRAINAGE AREA LARGER THAN TWO ACRES.



FILTER FABRIC CURB INLET PROTECTION

K K Engineering Consultant
GENERAL PROFESSIONAL CIVIL ENGINEERING SERVICES
(FIRM REGISTRATION #F-1334)
410 E. DOVE
P.O. BOX 3422
McALLEN, TEXAS 78502
(956) 630-2125
FAX (956) 630-2219

REVISION | DATE | BY

DRAWING DATE: JANUARY, 2015
RELEASE DATE:
DESIGNED BY: K.K.
DRAWN BY: F.D.
CHECKED BY: K.K.
UPDATED DWG. BY:
SCALE: 1"= 100'

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KHAMBIZ S. KHADEMI, P.E. 57767 JANUARY/2015
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

PRESIDIO ESTATES UNIT 2
SUBDIVISION
HIDALGO COUNTY
Pct. 1

SUGGESTED
EROSION CONTROL PLAN FOR:
PRESIDIO ESTATES UNIT 2 SUBDIVISION

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File Name: EROSION

SHEET 1 OF 1

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 3-01-2016

PROPOSED MGM PLATINUM RANCHES SUBDIVISION, PRECINCT No. 4 .

ENGINEER FIRM: QUINTANILLA, HEADLEY & ASSOCIATES DEVELOPER: RICHARD GARZA

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 40 ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ____ ☐COMMERCIAL ____ ☐INSTITUTIONAL

LOCATION DESCRIPTION: South of Curry Road, approximately ¼ mile East of Alamo Road

SUBDIVISION LIES WITHIN THE: ☒*ETJ of Edinburg and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 12-07-14 PROPERTY LIES WITHIN FLOOD ZONE: "X" AS PER FEMA.

DRAINAGE DESIGN: Drainage will be provided by connecting to a existing storm drainage pipe system from MGM Grand Ranches Ph IV-A

ROAD R.O.W. DEDICATION: 20 feet to Curry Road

H.C.R.O.W. FINAL APPROVAL DATE: 2-03-16 By, Joe Ochoa PCT. 4 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: N/A By, Elizardo Ramos, Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: JOSE ANGEL GONZALEZ

WATER SERVICE PROVIDER: NAWSC LINE SIZE: 8" LOCATION: South side of Curry Rd.

H.C.O.E.C. FINAL APPROVAL DATE: 2-09-16 : By Martin Ramirez, Environmental Compliance Coordinator

☒**LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH: ☒ **Cash Deposit:** *Amount:$ 60,000 For:* ☒ 40 OSSF(S)

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: 12-02-2014

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments and the approval from the City of Edinburg.*

☒ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

SUBDIVISION PLAT OF:

MGM PLATINUM RANCHES

A 24.01 ACRE TRACT OF LAND OUT OF LOTS 11, 13 AND 14, R.B. CURRY SURVEY No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1236088, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 24.01 ACRE TRACT OF LAND OUT OF LOTS 11, 13 AND 14, R.B. CURRY SURVEY No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1236088, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE FOUND ON THE NORTH LINE OF LOT 11 AND IN THE CENTERLINE OF CURRY ROAD FOR THE NORTHEAST CORNER OF MGM GRAND RANCHES PHASE IV–B (RECORDED IN VOLUME 52, PAGE 114, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 81°03'44" E, 61.54 FEET FROM THE NORTHWEST CORNER OF LOT 11.

THENCE; S 81°03'44" E, ALONG THE NORTH LINE OF LOT 11 AND THE CENTERLINE OF CURRY ROAD, A DISTANCE OF 427.76 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHWEST CORNER OF CURRY ACRES SUBDIVISION (RECORDED IN VOLUME 28, PAGE 56A, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°15'00" W, ALONG THE WEST LINE OF CURRY ACRES SUBDIVISION, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 20.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF CURRY ROAD, PASSING AT 146.61 FEET THE SOUTHWEST CORNER OF CURRY ACRES SUBDIVISION AND THE NORTHWEST CORNER OF THE LUIS VENGUILLA TRACT (A 5.00 ACRE TRACT OUT OF LOT 11, R.B. CURRY SURVEY No.2, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 394102, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND CONTINUING ALONG THE WEST LINE OF THE LUIS VEGUILLA TRACT, THE WEST LINE OF THE JOSE ANGEL MEDINA TRACT (A 5.00 ACRE TRACT OUT OF LOT 11, R.B. CURRY SURVEY No.2, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 3368, PAGE 687, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), THE WEST LINE OF THE ADAN MALDONADO, JR. TRACT (A 10.00 ACRE TRACT OUT OF LOT 11, R.B. CURRY SURVEY No.2, ACCORDING TO CASH WARRANTY DEED RECORDED IN VOLUME 3377, PAGE 204, AND WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 426031, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), THE WEST LINE OF THE IRMA GARZA TRACT (A 5.00 ACRE TRACT OUT OF LOT 14, R.B. CURRY SURVEY No.2, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 3314, PAGE 625, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), THE WEST LINE OF THE ARMANDO VILLEGAS TRACT (A 5.00 ACRE TRACT OUT OF LOT 14, R.B. CURRY SURVEY No.2, ACCORDING TO SPECIAL WARRANTY DEED RECORDED IN VOLUME 3306, PAGE 400, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND THE WEST LINE OF THE ROBERTO OLIVARES TRACT (A 5.00 ACRE TRACT OUT OF LOT 14, R.B. CURRY SURVEY No.2, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 3252, PAGE 566, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), A TOTAL DISTANCE OF 1,848.90 FEET TO A 1/2" IRON ROD FOUND ON THE NORTH LINE OF A 125.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY FOR THE SOUTHWEST CORNER OF THE ROBERTO OLIVARES TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 79°56'51" W, ALONG THE NORTH LINE OF SAID 125.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY, A DISTANCE OF 524.35 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 09°15'00" W, ALONG THE NORTH LINE OF SAID 125.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY, A DISTANCE OF 25.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 79°56'51" W, ALONG THE NORTH LINE OF A 100.00 FOOT HIDALGO COUNTY IRRIGATION DISTRICT No.1 CANAL RIGHT OF WAY, A DISTANCE OF 384.98 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHEAST CORNER OF MGM GRAND RANCHES PHASE III (RECORDED IN VOLUME 48, PAGE 182, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°56'10" E, ALONG THE EAST LINE OF MGM GRAND RANCHES PHASE III, A DISTANCE OF 217.84 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 00°46'13" E, ALONG THE EAST LINE OF MGM GRAND RANCHES PHASE III, A DISTANCE OF 50.66 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 08°56'16" E, ALONG THE EAST LINE OF MGM GRAND RANCHES PHASE III, A DISTANCE OF 224.72 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE SOUTH LINE OF MGM GRAND RANCHES IV–A (RECORDED IN VOLUME 51, PAGE 444, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 81°03'44" E, ALONG THE SOUTH LINE OF MGM GRAND RANCHES PHASE IV–A AND THE SOUTH LINE OF MGM GRAND RANCHES PHASE IV–B (RECORDED IN VOLUME 52, PAGE 114, MAP RECORDS, HIDALGO COUNTY, TEXAS), A DISTANCE OF 490.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHEAST CORNER OF MGM GRAND RANCHES PHASE IV–B AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08°56'16" E, ALONG THE EAST LINE OF MGM GRAND RANCHES PHASE IV–B, A DISTANCE OF 220.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 15°29'17" W, ALONG THE EAST LINE OF MGM GRAND RANCHES PHASE IV–B, A DISTANCE OF 54.92 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 08°56'16" E, ALONG THE EAST LINE OF MGM GRAND RANCHES PHASE IV–B, A DISTANCE OF 593.87 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 41°08'55" E, ALONG THE EAST LINE OF MGM GRAND RANCHES PHASE IV–B, A DISTANCE OF 59.10 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 08°56'16" E, ALONG THE EAST LINE OF MGM GRAND RANCHES PHASE IV–B, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 429.60 FEET FOR THE SOUTH RIGHT OF WAY LINE OF CURRY ROAD, A TOTAL DISTANCE OF 449.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.01 ACRES OF LAND MNORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH MGM GRAND RANCHES PHASE III, RECORDED IN VOLUME 48, PAGE 182, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 28th DAY OF MAY 20 14.

REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856 STATE OF TEXAS

PLANNING & ZONING COMMISSION CERTIFICATION

"I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Edinburg, hereby certify that this subdivision plat known as MGM PLATINUM RANCHES conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required and has been approved for recording on the _____ day of _____, 20__."

CHAIRPERSON–PLANNING & ZONING COMMISSION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

ATTEST:

MAYOR'S SIGNATURE _____ DATE _____ CITY SECRETARY _____ DATE _____

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M. _____ DATE _____
GENERAL MANAGER

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

MGM PLATINUM RANCHES, IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE SOUTH SIDE OF CURRY ROAD AND APPROXIMATELY 2,861.00 FEET EAST OF ALAMO ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100), MGM PLATINUM RANCHES, LIES APPROXIMATELY 1.7 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND FIVE–MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001 AND LIES IN PCT. 4

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, LLC GENERAL PARTNER OF GARCO, LTD., AS OWNER	3910 W. FREDDY GONZALEZ	EDINBURG, TEXAS. 78540.	(956)383–6295	(956)381–9221
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

INDEX TO SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, ATTESTATION: CITY APPROVAL CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: HCDD NO. 1 & HCID NO. 1 APPROVAL CERTIFICATION: REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION)

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES.

LOT	AREA (S.F.)	AREA (AC.)
501–503	21,789.90	0.500
504	21,993.39	0.505
505	21,781.25	0.500
506	23,906.34	0.548
507	27,389.73	0.629
508	26,990.96	0.620
509	21,935.08	0.504
510	21,881.67	0.502
511	21,938.37	0.504
512	21,884.42	0.502
513	21,833.52	0.501
514	21,813.73	0.501
515	21,793.21	0.500
516	21,800.17	0.501
517	25,042.40	0.575
518	23,139.27	0.531
519	32,362.76	0.743
520	22,000.00	0.505

LOT	AREA (S.F.)	AREA (AC.)
521	21,786.73	0.500
522	21,786.66	0.500
523	21,791.39	0.500
524–525	21,780.05	0.500
526	21,785.76	0.500
527	21,805.07	0.501
528	21,797.98	0.500
529	21,792.30	0.500
530	21,782.18	0.500
531	21,908.05	0.503
532	21,942.87	0.504
533	21,868.52	0.502
534	21,803.28	0.501
535	21,825.07	0.501
536	23,450.90	0.538
537	21,843.79	0.501
538–539	21,782.80	0.500
540	21,833.32	0.501

REVISION NOTES

No.	Sheet	REVISION	Date	Approved
	1–3	H.C. COMMENTS DATED (11–6–14)	11–12–14	M.G.
	1–3	H.C. COMMENTS DATED (11–6–14)	9–30–15	LG

DATE OF PREPERATION: MAY 28, 2014

SHEET NO. 1 OF 3 SHEETS	FILENAME : F:_DATA\SUBD.\EDINBURG\MGM PLATINUM RANCHES\MGM5–PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	MAY 28, 2014	LG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
	MAY 29, 2014	M.G.		

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST. PHONE 956–381–6480
EDINBURG, TEXAS 78539 FAX 956–381–0527
ENGINEERING REGISTRATION NUMBER F–1513 OFFICE@QHAENGINEERING.COM
SURVEYING REGISTRATION NUMBER 100411–00

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, LLC, GENERAL PARTNER OF GARCO, LTD., AS OWNER OF THE 24.01 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE MGM PLATINUM RANCHES HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, LLC
GENERAL PARTNER OF GARCO, LTD., AS OWNER
DATE 10/27/2015

3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, LLC, GENERAL PARTNER OF GARCO, LTD., AS OWNER proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 27th day of October, 2015.

NEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2017

NEYDA S. RAMIREZ – NOTARY PUBLIC

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which fi nancial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this 27th day of October 20 15

RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, LLC
GENERAL PARTNER OF GARCO, LTD., AS OWNER
3910 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the MGM PLATINUM RANCHES, was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge _____ Date _____

ATTEST: _____

Hidalgo County Clerk _____ Date _____

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT–OF WAYS AND/OR EASEMENTS.

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS THE _____ DAY OF _____, 20__.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO. 1 RIGHTS–OF–WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE H.C.I.D. NO. 1

SECRETARY _____ PRESIDENT _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTEN'ED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE WATER FACILITIES WERE CONSTRUCTED AT A COST OF $88,770.00.

SEWAGE FACILITIES: ON SITE SEWAGE FACILITES ARE ESTIMATED TO COST $ 1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 60,000.00 FOR THE SUBDIVISION.

DATED THIS THE 28TH DAY OF OCTOBER 2015

LICENSED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

CURVE DATA

CURVE	LENGTH	RADIUS	DELTA
"A"	61.09'	50.00'	70°00'00"
"B"	95.22'	475.00'	11°29'08"
"C"	53.66'	525.00'	05°51'21"
"D"	14.59'	525.00'	01°35'30"
"E"	18.84'	475.00'	02°16'21"
"F"	53.66'	525.00'	05°51'21"
"G"	49.22'	525.00'	05°22'17"
"H"	55.93'	50.00'	64°05'43"
"I"	72.37'	50.00'	82°55'28"

DIMENSIONS DATA

DATA	BEARING	LENGTH
L1	S 36°03'44" E	35.36'
L2	S 50°12'52" W	32.36'
L3	N 59°52'31" E	255.99'
L4	N 36°05'33" E	203.15'
L5	N 36°03'44" W	35.36'
L6	S 70°55'03" E	188.66'
L7	N 54°29'42" E	35.01'
L8	S 36°53'39" E	231.75'
L9	S 12°52'19" E	186.48'
L10	N 36°03'44" W	35.70'

IRRIGATION EASEMENT TIE DOWN TABLE

LOT	LENGTH
T.D. 1	2.34'
T.D. 2	152.64'
T.D. 3	5.25'
T.D. 4	149.73'
T.D. 5	165.26'
T.D. 6	40.88'
T.D. 7	132.97'
T.D. 8	80.95'

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " X " (SHADED).
AREAS OF 500–YEAR FLOOD, AREAS OF 100–YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREA PROTECTED BY LEVEES FROM 100–YEAR FLOOD.
COMMUNITY–PANEL No. 480334 0325 D
EFFECTIVE DATE: MAY 17, 2001.

2.– SETBACKS:
FRONT ..... 25.00 FEET
FRONT ON CURRY RD. (LOTS 501–504) ..... 40.00 FEET
FRONT (LOTS 505–507) ..... H.C.I.D. No. 1 EASEMENT
REAR ..... 20.00 FEET
SIDE ..... 6.00 FEET
SIDE (NORTH SIDE OF LOT 508) ..... H.C.I.D. No. 1 EASEMENT
CORNER SIDE ..... 10.00 FEET
SIDE CORNER GARAGE ..... 18.00 FEET
OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES.

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. NO COMMERCIAL USE SHALL BE ALLOWED. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1– 85.26 No. 4 REBAR WITH 3 1/4 BRASS ALUMINUM ALLOY CAP ON TOP, ON N.W. CORNER OF ALAMO ROAD AND CURVE ROAD. 24 FEET WEST OF EDGE OF PAVEMENT & 25 FEET NORTH OF EDGE OF PAVEMENT. NAVD 88 DATUM.
B.M. No.2– ELEVATION= 80.30 LOCATED ON TOP OF TYPE "A" INLET LOCATED NEAR THE NORTHEAST CORNER OF LOT 535
N.A.V.D. 88 DATUM.

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 83,941.18 CUBIC –FEET (1.927 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No.3.

7.– LEGEND ● – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

8.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

9.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, LLC GENERAL PARTNER OF GARCO, LTD., AS OWNER

10.– BUFFER STRIP SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

11.– THE OWNER OR SUBDIVIDER OF MGM PLATINUM RANCHES RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

12.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

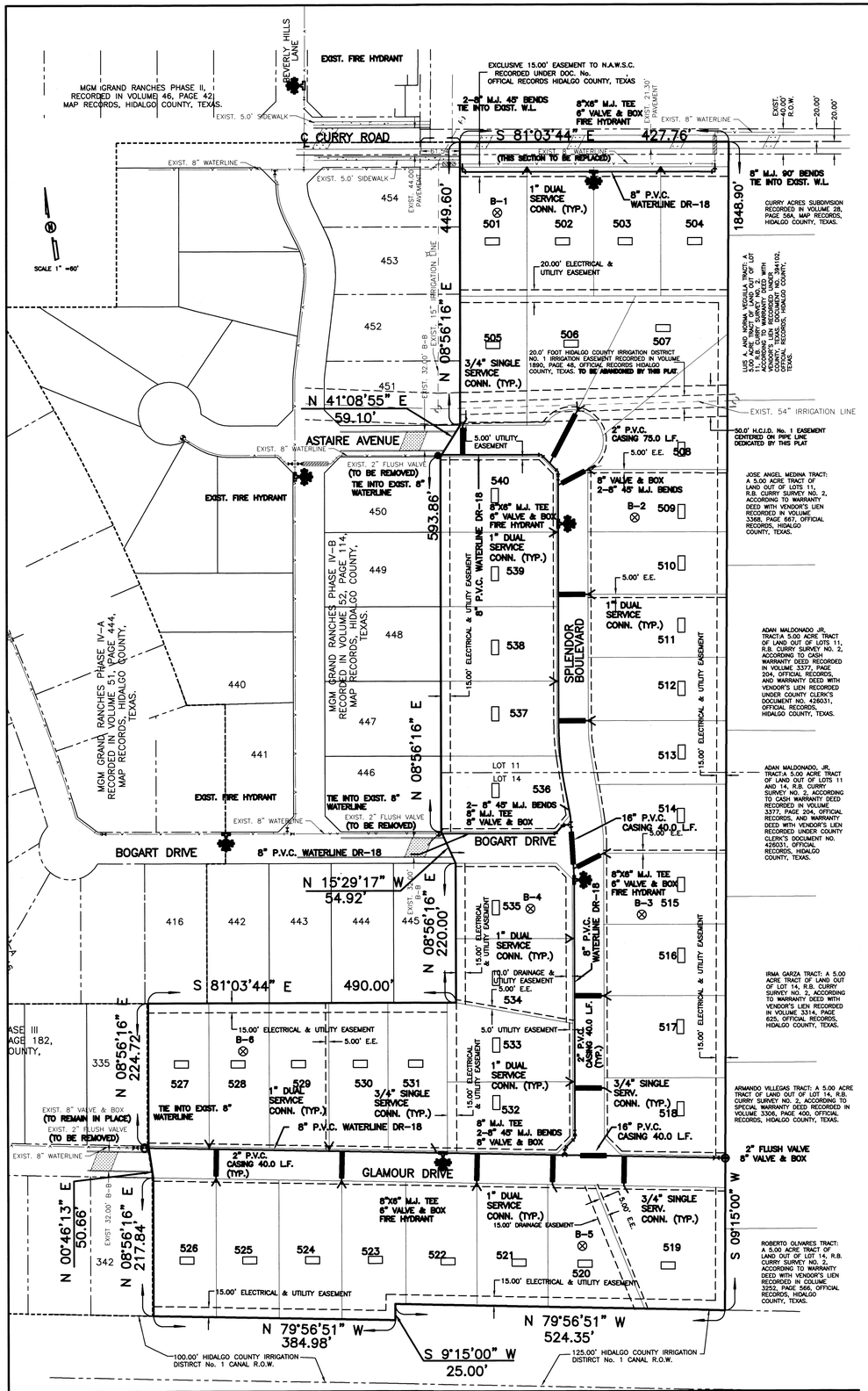
13.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

14.– A FOUR FOOT SIDEWALK TWO FEET BEHIND THE BACK OF CURB IS REQUIRED AT BUILDING PERMIT STAGE BY LOT OWNER ON INTERIOR STREETS.

15.– A FIVE FOOT SIDEWALK WAS REQUIRED ALONG CURRY ROAD BY LOT OWNERS FOR LOTS 501, 502, 503 & 504 AT BUILDING PERMIT STAGE.

16.– ALL SUBDIVISION IMPROVEMENTS SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

17.– 100% OF PARKLAND FEE ($600.00) HAS BEEN PAID T



MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA

FINAL ENGINEERING REPORT FOR MGM PLATINUM RANCHES

BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description, Costs, and Operability date

BY ALFONSO QUINTANILLA, P.E.

MGM PLATINUM RANCHES WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY CORPORATION "N.A.W.S.C.". THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ON THE NORTH SIDE OF GLAMOUR DRIVE, AN EXISTING 8" DIAMETER WATERLINE RUNNING ON THE NORTH SIDE OF BOGART DRIVE, AN EXISTING 8" DIAMETER WATERLINE RUNNING ON THE SOUTH SIDE OF ASTAIRE AVENUE AND AN EXISTING 8" WATERLINE THAT RUNS ALONG THE SOUTH SIDE OF CURRY ROAD.

THE WATER SYSTEM FOR MGM PLATINUM RANCHES CONSISTS OF AN 8" DIAMETER WATERLINE THAT TAPS INTO THE SAID EXISTING 8" WATERLINE ON GLAMOUR DRIVE. THE 8" DIAMETER WATERLINE RUNS EAST ALONG THE NORTH SIDE OF GLAMOR ROAD. THE 8" DIAMETER WATERLINE ENDS WITH A 2" FLUSH VALVE ON THE SOUTHEAST CORNER OF LOT 518.

ANOTHER 8" DIAMETER WATERLINE TIES INTO THE EXISTING 8" WATERLINE ON ASTAIR AVENUE. THE 8" DIAMETER WATERLINE RUNS EAST ALONG THE SOUTH SIDE OF ASTAIRE AVENUE. ON THE NORTH EAST CORNER OF LOT 539, THE 8" DIAMETER WATERLINE TURNS SOUTH AND RUNS ALONG THE WEST SIDE OF SPLENDOR BOULEVARD. ON THE SOUTHEAST CONER OF LOT 532, THE 8" DIAMETER WATERLINE ON GLAMOUR DRIVE.

AN 8" DIAMETER WATERLINE TIES INTO THE EXISTING 8" WATERLINE ON BOGART DRIVE. THE 8" DIAMTER WATER LINE RUNS EAST ALONG THE NORTH SIDE OF BOGART DRIVE. ON THE SOUTHEAST CORNER OF LOT 446, IT TIES INTO THE 8" WATERLINE ON SPLENDOR BOULEVARD.

ALONG CURRY ROAD, THE 8" DIAMETER WATERLINE WILL BE RELOCATED INSIDE THE 15.00 UTILITY EASEMENT TO N.A.W.S.C.

FROM THE 8" WATERLINES SEVENTEEN (17) 1" DUAL WATER SERVICES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO 3/4" DIAMETER SINGLE SERVICES AND SIX (6) 3/4" SINGLE SERVICE WATER LINES GOING TO THE METER BOXES FOR EACH LOT.

THE 8" LINE, THE DUAL SERVICES AND 3/4" SINGLE SERVICES, AND THE METER BOXES WILL BE INSTALLED, AT A TOTAL COST OF $ 88,770.00, OR $ 2,219.25 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 52,100.00, WHICH COVERS THE $ 1,302.50 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, WATER RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED FOUR (4) FIRE HYDRANTS AT A UNIT COST OF $ 3,200.00 FOR A TOTAL COST OF $ 12,800.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description, Costs, and Operability Date

SEWAGE FROM MGM PLATINUM RANCHES, WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS: AND THE DRAINAGE EASEMENTS.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY CLAY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD SIX (6) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 1, 9, 15, 20, 28 & 35 (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12258) INDICATES A UNIFORM SANDY CLAY LOAM (WITH TEXURE CLASS III) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL THE 10-YEAR FLOODPLAIN BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00, INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL. WITH THE FILING OF THIS FINAL PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A PERSONAL CHECK REPRESENTING A "CASH DEPOSIT" TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $ 60,000.00, WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES HAVE BEEN FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 140,870.00 WHICH EQUALS TO $ 3,521.75 PER LOT.

SEWAGE FACILITIES– SEPTIC SYSTEM IS ESTIMATED TO COST $ 1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 60,000.00 FOR THE ENTIRE SUBDIVISION.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E.
P.E. No. 95534

2-4-16
DATE

SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

RICHARD A. GARZA, PRESIDENT OF

1.– I (WE), GARCO MANAGEMENT, L.L.C., SUBDIVIDERS OF **MGM PLATINUM RANCHES** HEREBY CERTIFY ARE REQUIRED PRIOR TO BUILDING ON ANY LOT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

GARCO, Ltd.
BY: GARCO MANAGEMENT, L.L.C.
BY: RICHARD A. GARZA, PRESIDENT
3610 W. FREDDY GONZALEZ DR.
EDINBURG, TEXAS. 78539.

2-4-16
DATE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved
	1-3	H.C. COMMENTS DATED (11-6-14)	11-12-14	M.G.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared

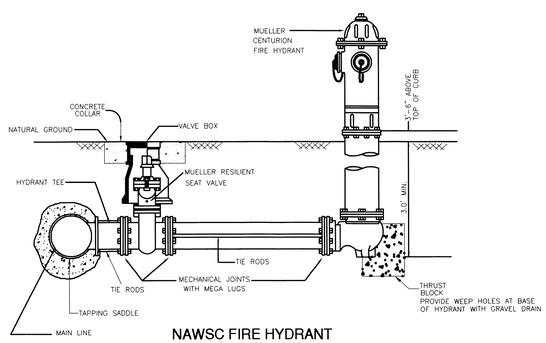
RICHARD A. GARZA, PRESIDENT OF GARCO MANAGEMENT, L.L.C.

Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct

Given under my hand and seal of office this 2nd day of February, 2016.

NEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2017

NEYDA S. RAMIREZ – NOTARY PUBLIC



NAWSC FIRE HYDRANT
(NOT TO SCALE)

MGM PLATINUM RANCHES

A 24.01 ACRE TRACT OF LAND OUT OF LOTS 11, 13 AND 14, R.B. CURRY SURVEY No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1236088, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION DE MGM PLATINUM RANCHES :

BY ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion, Gastos, y Fecha de Inicio

LA SUBDIVISION MGM PLATINUM RANCHES, RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑIA DE AGUA DE NORTH ALAMO) ("N.A.W.S.C."). EL DUEÑO DE LA SUBDIVISION Y LA COMAÑIA N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. N.A.W.S.C. TENDRA QUE REPRESENTAR DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UNA LINEA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE POR EL LADO SUR DE LA CALLE ASTAIR AVENUE, UNA LINEA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE POR EL LADO NORTE DE LA CALLES BOGART DRIVE AND GLAMOUR DRIVE, Y UNA LINEA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE POR EL LADO SUR DE LA CALLE CURRY ROAD.

EL SISTEMA DE PROVISION DE AGUA PARA MGM PLATINUM RANCHES CONSISTE DE UNA LINEA DE AGUA DE 8" PULGADAS DE DIAMETERO QUE CONNECTA CON LA LINEA EXISTENTE DE AGUA DE 8" DE DIAMETRO QUE CORRE POR GLAMOUR DRIVE. LA LINEA DE AGUA DE 8" DE DIAMETRO CORRE ESTE POR EL LADO NORTE DE LA CALLE GALAMOUR DRIVE. LA LINEA DE AGUA DE 8" DE DIAMETRO TERMINA CON UNA VALVULA DE 2" DE DIAMETRO EN LA ESQUINA SURESTE DE LOTE 518.

EN LA ESQUINA NORDESTE DE LOT 540, UNA LINEA DE AGUA DE 8" DE DIAMETRO CORRE ESTE POR EL LADO SUR DE LA CALLE ASTAIRE STREET. EN LA ESQUINA NORESTE DE LOTE 539, LA LINEA VOLTEA SUR Y CORRE POR EL LADO OESTE DE LA CALLE SPLENDOR BOULEVARD. CONNECTA CON LA LINEA DE 8" DE DIAMETRO QUE CORRE POR EL LADO NORTE DE GLAMOUR DRIVE.

OTRA LINEA DE 8" DE DIAMETRO CONNECTA CON LA LINEA DE AGUA EXISTENTE DE 8" EN BOGART DRIVE Y CORRE ESTE POR LA CALLE. CONNECTA CON LA LINEA DE AGUA DE SPLENDOR BOULEVARD.

LA LINEA DE AGUA EXISTENTE DE 8" EN CURRY ROAD VA ESTA REUBICADO ADENTRO DE EL EASEMENT DE 15.00 PIES DE N.A.W.S.C.

DE LAS LINEA EXISTENTE 8" PULGADAS Y PROPUESTA DE 8" PULGADAS DE DIAMETRO DIES Y SIETE (17) CONDUCTOS DOBLES DE 1 PULGADA DE DIAMETRO Y TRES (3) LINEAS DE 3/4 DE PULGADA QUE CORREN HACIA LOS MEDIDORES DE AGUA DE LOS LOTES.

LA LINEA PROPUESTA DE 8 PULGADS, LOS SERVICIOS DOBLES DE 1 PULGADA Y LOS SERVICIOS SIMPLES HAN SIDO INSTALADOS A UN COSTO TOTAL DE US$ 88,770.00 O US$ 2,219.25 POR LOTE. EL DUEÑO DE LA SUBDIVISION HA TAMBIEN PAGADO US$ 52,100.00 O US$ 1,302.50 POR LOTE A N.A.W.S.C. PEL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO CUATRO (4) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE US$ 3,200.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL US$ 12,800.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion, Gastos y Fecha de Inicio

EL DRENAJE DE MGM PLATINUM RANCHES , TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12258) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMARO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 12258) HIZO SEIS (6) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES,). 1, 9, 15, 20, 28 & 35 (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UNIFORME, DE BARRO ARENOSO (CON TEXTURA CLASE III) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 12258). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO ESTIMADO PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ 1,500.00, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSA SÉPTICA HA SIDO INSTALADA EN EL PROCESO DE LA APROBACIÓN FINAL. CON EL ARCHIVAMIENTO DEL PLAN FINAL, EL DUEÑO DE LA SUBDIVISIÓN PROPORCIONARA UNA GARANTÍA FINANCIERAS ADECUADAS CON DESEMPEÑO EN FORMA DE UN (CHEQUE DE CAJEROS O CHEQUE PERSONAL) REPRESENTANDO UN "DEPOSITO EN EFECTIVO" OBTENIDO POR EL CONDADO DE HIDALGO EN LA CANTIDAD DE US$ 60,000.00, QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA DE FOSA SÉPTICAS EN CADA TERRENO. EL DUEÑO DE LA SUBDIVISIÓN INCLUIRÁ EL COSTO DE UN SISTEMA DE FOSA SÉPTICAS EN EL PRECIO DE VENTA DEL TERRENO.

EN CUALQUIER MOMENTO DESPUÉS DE QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIA LA INSTALACIÓN DE UN SISTEMA SÉPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO DE LA SUBDIVISIÓN Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACIÓN PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SÉPTICA. LAS FOSAS SÉPTICAS DEBEN DE ESTAR INSTALADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACIÓN DE LUZ Y AGUA.

CERTIFICACION

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA ESTA TOTALMENTE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL GRAN COSTO TOTAL ES DE US$ 140,870.00 LO CUAL EQUIVALE A US$ 3,521.75 POR LOTE.

DRENAJE: SE ESTIMA QUE LA FOSAS SEPTICAS COSTARAN US$ 1,500.00 A UN COSTO TOTAL DE US$ 60,000.00 PARA TODA LA SUBDIVISION.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E.
P.E. No. 95534

2-4-16
DATE

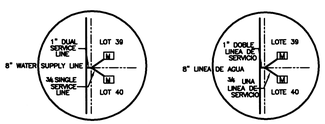
COST ESTIMATE

WATER DISTRIBUTION:	$ 88,770.00
PAVING IMPROVEMENTS:	$ 256,782.50
DRAINAGE IMPROVEMENTS:	$ 20,372.00
SEPTIC TANK (OSSF):	$ 60,000.00

B-1
⊗ = BORINGS
▭ = SEPTIC TANK

WM WATER METER BOX
8" WATER SUPPLY LINE
SERVICE LINES

CM CAJA DE MEDIDOR DE AGUA
8" LINEA DE AGUA
LINEAS DE SERVICIOS



THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

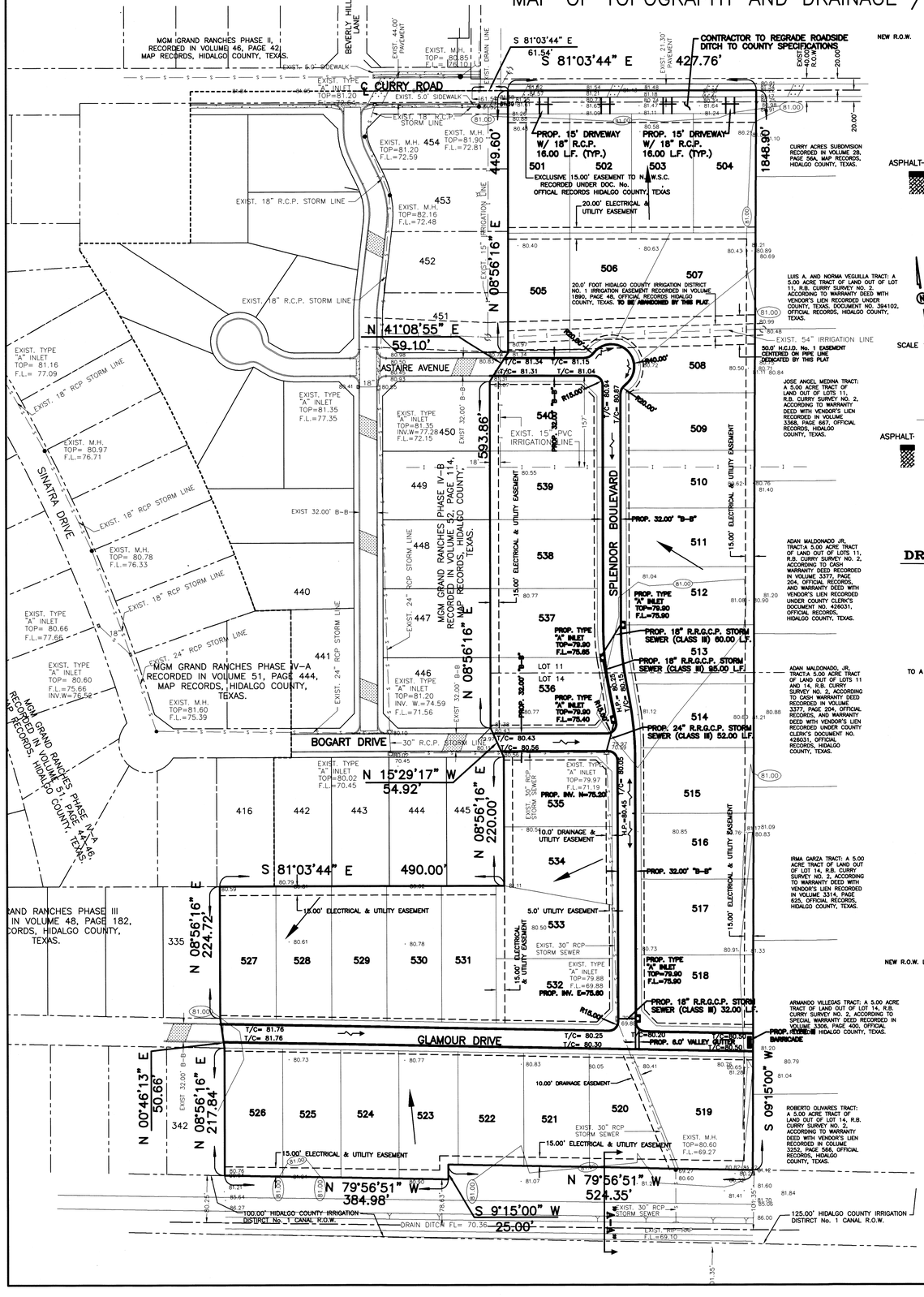
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OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

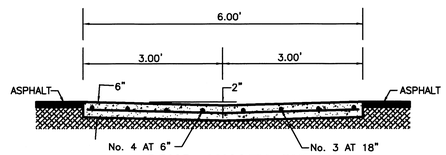
SHEET NO. 2 OF 3 SHEETS	FILENAME : F:\DATA\SUBDMSION\EDINBURG\MGM PLATINUM RANCHES\B-PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	MAY 9, 2013	LG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE



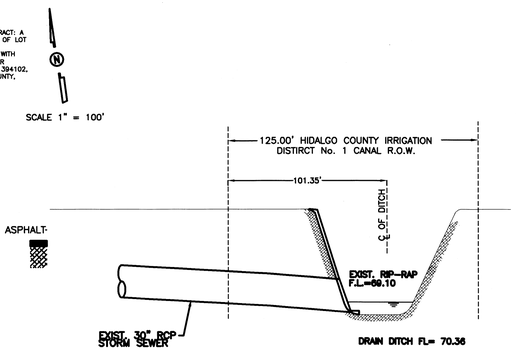
MGM PLATINUM RANCHES

A 24.01 ACRE TRACT OF LAND OUT OF LOTS 11, 13 AND 14, R.B. CURRY SURVEY No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1236088, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



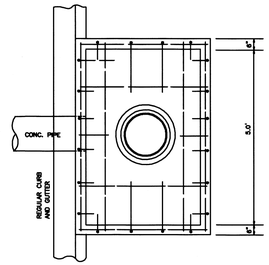
CONC. VALLEY GUTTER

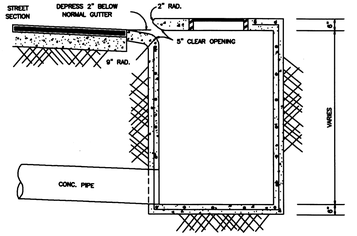
NOT TO SCALE



DRAIN DITCH CROSS SECTION "A-A"

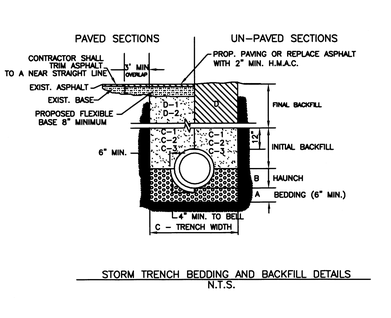
NOT TO SCALE





TYPE "A" INLET DETAIL

NOT TO SCALE



STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S.

A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. X 1.5 = 12".

C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C-2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

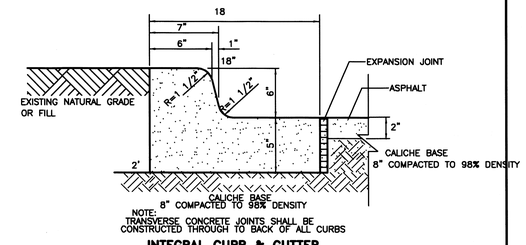
C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

D-1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD, 8" LIFTS. MECHANICAL COMPACTION.

D-2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

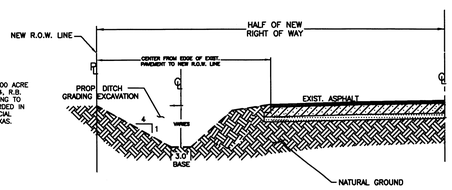
D. FINAL BACKFILL – COMPACTED TO 90% STANDARD PROCTOR DENSITY (12" LIFT, MECHANICAL COMPACTION). FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8". STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSTITUTE.

NOTE: MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.



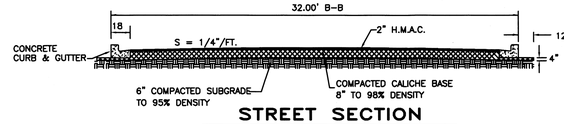
INTEGRAL CURB & GUTTER

N.T.S.



RECONSTRUCTION OF ROAD SIDE DITCH

NOT TO SCALE



STREET SECTION

NOT TO SCALE

DRAINAGE REPORT FOR: MGM PLATINUM RANCHES
BY ALFONSO QUINTANILLA, P.E.

MGM Grand Ranches Phase IV & V is a 56.214 Acre Tract of land out of Lots 11, 12, 13 and 14, R.B. Curry Survey No.2, Hidalgo County, Texas, as per Map or Plat thereof Recorded in Volume 2, Page 23, Map Records, Hidalgo County, Texas. This subdivision is located on the South side of Curry Road and 1,243.00 feet East of Alamo Road. The site is currently agriculture. The proposed subdivision will consist of 96 single family lots.

The tract is Zone "X" (Shaded) as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0325 D, dated on June 6, 2000 and L.O.M.R. May 17, 2001.

The majority of the soil is Sandy Clay Loam and Clay Loam. This soil is well drained. Surface runoff is slow. Permeability is moderate. Plasticity index has a range of 11-35. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the proposed subdivision is Q= 11.72 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 42.28 cubic feet per second for an increase of Q= 30.56 cubic feet per second. Detention will be 196,529.35 cubic feet (4.51 acre feet). The runoff created by this new development will be collected by the proposed type "A" inlets that drain into a proposed storm sewer system consisting of 18-inch and 30-inch pipes that will discharge into an existing Hidalgo County Irrigation District No.1 Drain Ditch located along the South Side of this Subdivision.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT E,PTIES INTO LAGUNA MADRE. THE 10 EAR FLOOD IS CONTAINED WITH THE RIGHT-OF-WAY OF THE STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STROM DRAINAGE PATERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS OF THE RUNOFF.

PHASE IV-A & IV-B = 112,588.17 cubic feet (2.585 ACRE FEET)
MGM PLATINUM RANCES = 83,941.18 cubic feet (1.927 ACRE FEET)
TOTAL = 196,529.35 cubic feet (4.51 ACRE FEET)

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "B" [AREAS BETWEEN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE IS LESS THAN ONE SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (MEDIUM SHADING)] AS DESCRIBED PANEL NUMBER 480334 0425 C DATED NOVEMBER 16, 1982.

STATE OF TEXAS ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. No. 95534 — P.E. — 2-4-16 DATE

COST ESTIMATE

WATER DISTRIBUTION:	$ 88,770.00
PAVING IMPROVEMENTS:	$ 256,782.50
DRAINAGE IMPROVEMENTS:	$ 20,372.00
SEPTIC TANK (OSSF):	$ 60,000.00

FLOW DIRECTION OF WATER

REVISION NOTES

No.	Sheet	REVISION	Date	Approved
	1-3	H.C. COMMENTS DATED (11-6-14)	11-12-14	M.G.

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY ARTURO GUAJARDO, JR. HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1315
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 3 OF 3 SHEETS	FILENAME : F:\DATA\SUBDIVS\EDINBURG\MGM PLATINUM RANCHES SUBDIVISION\B-PLA			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	MAY 9, 2013	LG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 3-01-2016

PROPOSE **LOS OSOS PH. 1** SUBDIVISION, PRECINCT No. **4.**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **WILLIAM A. SCHWARZ**

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **55** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **West of North 83rd road approximately 600 feet north of Mile 17 ½ North Road.**

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **5-06-2015** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** Shaded AS PER FEMA.

DRAINAGE DESIGN: **Storm drainage pipe system and detention will be accomplished by widening the south and west drain ditch.**

ROAD R.O.W. DEDICATION: **20 feet dedication onto North 83rd Road by plat.**

H.C.R.O.W. FINAL APPROVAL DATE: **2-03-2016** By, **Jose Ochoa, PCT. 4** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **N/A** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒ SANITARY SEWER BY: **NAWSC** LINE SIZE: **10"** LOCATION: **North 83rd Road.**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **8"** LOCATION: **Mandarin Drive and North 83rd Road.**

H.C.O.E.C. FINAL APPROVAL DATE: **2-09-16** : By **Martin Ramirez** Environmental Compliance Coordinator

☒ **LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH: ☒ **Cash Deposit:** *Amount:$* ***13,750*** *For:* ☒ **Lot Grading**

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **6-02-2015**

STAFF RECOMMENDS:

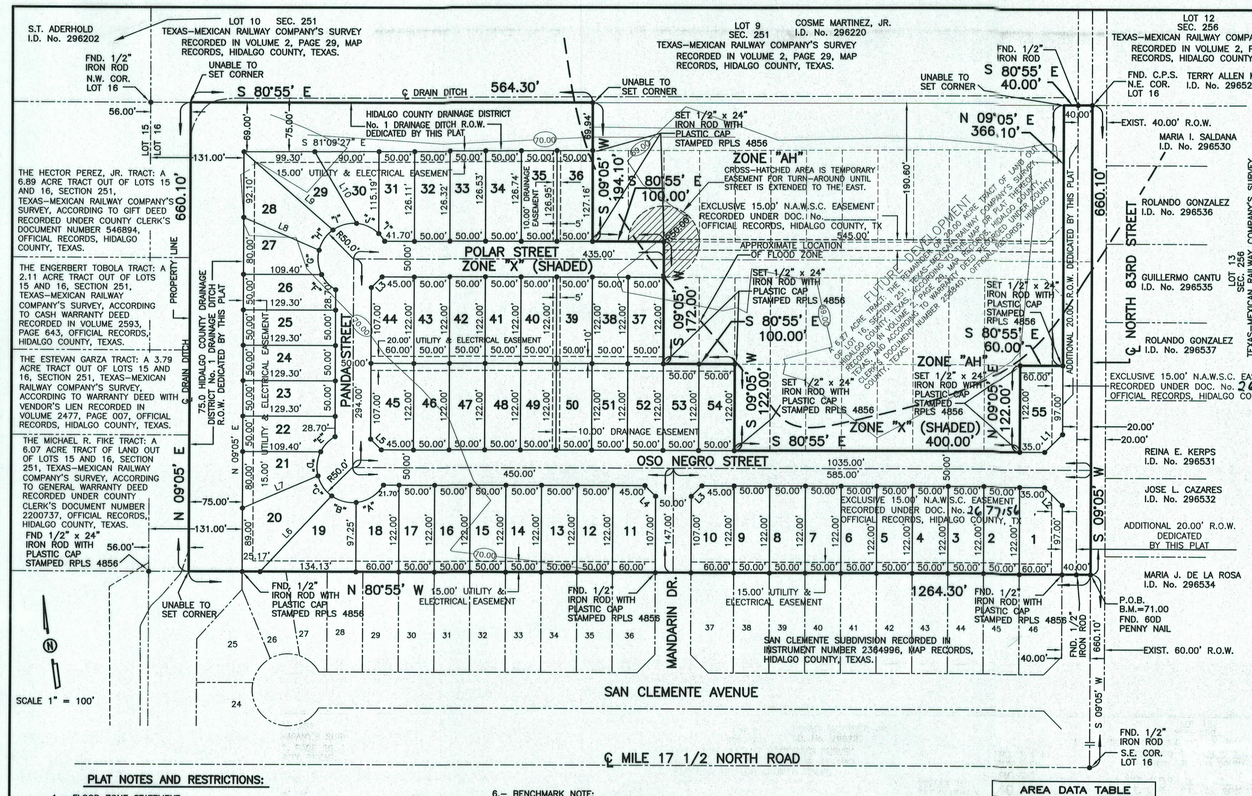
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments,*

☒ **Final Approval** *subject to recommendations other departments*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

LOS OSOS SUBDIVISION PHASE I

A 12.89 ACRE TRACT OF LAND OUT OF LOT 16, SECTION 251, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2588401, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



METES AND BOUNDS

A 12.89 ACRE TRACT OF LAND OUT OF LOT 16, SECTION 251, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2588401, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 60D NAIL FOUND ON THE EAST LINE OF LOT 16 AND IN THE CENTERLINE OF NORTH 83RD STREET FOR THE NORTHEAST CORNER OF SAN CLEMENTE SUBDIVISION (RECORDED IN INSTRUMENT NUMBER 2364996, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT, SAID NAIL BEARS N 09°05' E, 660.10 FEET FROM THE SOUTHEAST CORNER OF LOT 16.

THENCE; N 80°55' W, ALONG THE NORTH LINE OF SAN CLEMENTE SUBDIVISION, PASSING A 1/2" IRON ROD FOUND AT 20.00 FEET FOR THE WEST RIGHT OF WAY LINE OF NORTH 83RD STREET, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 1,189.30 FEET FOR THE EAST LINE OF A DRAIN DITCH, A TOTAL DISTANCE OF 1,264.30 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THE MICHAEL R. FIKE TRACT (A 6.07 ACRE TRACT OF LAND OUT OF LOTS 15 AND 16, SECTION 251, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2200737, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°05' E, ALONG THE EAST LINE OF THE MICHAEL R. FIKE TRACT, THE EAST LINE OF THE ESTEVAN GARZA TRACT (A 3.79 ACRE TRACT OUT OF LOTS 15 AND 16, SECTION 251, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2477, PAGE 007, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), THE EAST LINE OF THE ENGERBERT TOBOLA TRACT (A 2.11 ACRE TRACT OUT OF LOTS 15 AND 16, SECTION 251, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO CASH WARRANTY DEED RECORDED IN VOLUME 2593, PAGE 643, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND THE EAST LINE OF THE HECTOR PEREZ, JR. TRACT (A 6.89 ACRE TRACT OUT OF LOTS 15 AND 16, SECTION 251, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO GIFT DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 546894, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), A DISTANCE OF 660.10 FEET TO A POINT ON THE NORTH LINE OF LOT 16 FOR THE NORTHEAST CORNER OF THE HECTOR PEREZ, JR. TRACT AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°55' E, ALONG THE NORTH LINE OF LOT 16, A DISTANCE OF 564.30 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 09°05' W, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 69.94 FEET FOR THE SOUTH LINE OF A DRAIN DITCH, A TOTAL DISTANCE OF 194.10 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 80°55' E, A DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 09°05' W, A DISTANCE OF 172.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 80°55' E, A DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 09°05' W, A DISTANCE OF 122.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 80°55' E, A DISTANCE OF 400.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 09°05' E, A DISTANCE OF 122.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 80°55' E, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 09°05' E, A DISTANCE OF 366.10 FEET TO A POINT ON THE NORTH LINE OF LOT 16 FOR THE MOST WESTERLY NORTHEAST CORNER OF THIS TRACT.

THENCE; S 80°55' E, ALONG THE NORTH LINE OF LOT 16, PASSING A 1/2" IRON ROD FOUND AT 20.00 FEET FOR THE WEST RIGHT OF WAY LINE OF NORTH 83RD STREET, A TOTAL DISTANCE OF 40.00 FEET TO A COTTON PICKER SPINDLE FOUND IN THE CENTERLINE OF NORTH 83RD STREET FOR THE NORTHEAST CORNER OF LOT 16 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°05' W, ALONG THE EAST LINE OF LOT 16 AND THE CENTERLINE OF NORTH 83RD STREET, A DISTANCE OF 660.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.89 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SAN CLEMENTE SUBDIVISION, RECORDED IN INSTRUMENT NUMBER 2364996, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, WILLIAM A. SCHWARZ, OF OSO VALLEY VENTURES, LTD., AS OWNER OF OF THE 12.89 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LOS OSOS SUBDIVISION PHASE I, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

OSO VALLEY VENTURES, LTD.
BY: WILLIAM A. SCHWARZ, PRESIDENT
5711 NORTH 10TH ST.
McALLEN, TEXAS 78504

2-4-16
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

OSO VALLEY VENTURES, LTD.
WILLIAM A. SCHWARZ, PRESIDENT

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this 4th day of February, 2016.

NEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2017

NEYDA S. RAMIREZ – NOTARY PUBLIC

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M.
GENERAL MANAGER

DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the LOS OSOS SUBDIVISION PHASE I, was reviewed and approved by the Hidalgo County Commissioners Court on _____

Hidalgo County Judge — Date

ATTEST:
Hidalgo County Clerk — Date

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" (SHADED)
AREAS OF 500–YEAR FLOOD; AREAS OF 100–YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE AND AREAS PROTECTED BY LEVEES FROM 100–YEAR FLOOD
AND
FLOOD ZONE DESIGNATION: ZONE "AH"
FLOOD DEPTHS OF 1 TO 3 FEET (USUALLY AREAS OF PONDING) BASE FLOOD ELEVATIONS DETERMINED. (BFE 73.00)
COMMUNITY–PANEL NUMBER 480334 0325 D
MAP REVISED: JUNE 6, 2000 (LOMR DATE MAY 17, 2001)
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER ATHE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127)

2.– LEGEND ● – DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

3.– SETBACKS: MINIMUM REQUIREMENTS–OWNER MAY DESIGNATE STRICTER REQUIREMENTS.

FRONT	25.00 FEET
FRONT–CUL DE SAC	15.00 FEET
REAR	15.00 FEET
SIDE	6.00 FEET
GARAGE	18.00 FEET
CORNER SIDE	10.00 FEET

OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

4.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1: ELEV.=71.25 FND. NAIL 60D AT THE NORTHEAST CORNER OF PROP. SUBD. NAVD 88 DATUM.
B.M. No.2: ELEV.=69.05 TOP OF INLET BETWEEN LOTS 49 AND 50

7.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 49,359.74 CUBIC –FEET 1.13 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No. 3

8.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

9.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.

10.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

11.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12.– THIS SUBDIVISION WILL BE PROVIDED BY SANITARY SEWER BY THE **NORTH ALAMO WATER SUPPLY CORP.**

CLEARANCES FOR WATER METERS: AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO RECIEVING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECIEVING A CLEARANCE FOR WATER METER(S).

13.– ALL CONSTRUCTION SHALL COMPLY WITH STORMWATER POLLUTION PREVENTION PLAN (SW3P).

14.– CROSS–HACHED AREA IS A TEMPORARY EASEMENT FOR TURN–AROUND UNTIL STREET IS EXTENDED EAST IN A RECORDED PLAT. SAID TEMPORARY EASEMENTS SHALL BE AUTOMATICALLY ABANDONED UPON THE CONSTRUCTION OF A DEDICATED STREET TO THE EAST.

AREA DATA TABLE

LOT	AREA (S.F.)	AC.
1	7,007.50	0.160
2–9	6,100.00	0.140
10,11	7,207.50	0.165
12–17	6,100.00	0.140
18	6,676.85	0.153
19	8,729.36	0.200
20	8,777.68	0.201
21	6,028.19	0.138
22	6,465.00	0.148
23–25	6,465.00	0.148
26	6,210.67	0.142
27	6,028.19	0.138
28	7,631.68	0.175
29	7,331.95	0.168
30	6,251.44	0.143
31	6,352.60	0.145
32	6,310.56	0.143
33	6,321.07	0.145
34	6,331.58	0.145
35	6,336.83	0.145
36	6,352.60	0.145
37–43	6,100.00	0.140
44–45	7,207.50	0.165
46–54	6,100.00	0.140
55	7,007.50	0.160

CURVE DATA

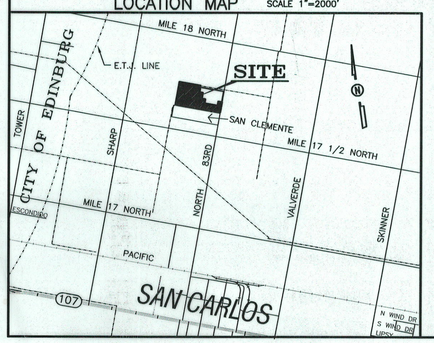
CURVE	Δ	RADIUS	LENGTH
"A"	54°15'39"	50.00'	47.35'
"B"	41°34'39"	50.00'	36.28'
"C"	40°07'58"	50.00'	35.02'
"D"	40°07'58"	50.00'	35.02'
"E"	33°53'46"	50.00'	29.58'
"F"	33°53'46"	50.00'	29.58'
"G"	40°07'58"	50.00'	35.02'
"H"	40°07'58"	50.00'	35.02'
"I"	40°07'58"	50.00'	35.02'
"J"	40°07'58"	50.00'	35.02'
"K"	15°34'23"	50.00'	13.59'

LINE DATA TABLE

DATA	BEARING	LENGTH
L1	S 54°05' W	35.36'
L2	S 35°55' E	35.36'
L3	N 54°05' E	21.21'
L4	S 35°55' E	21.21'
L5	N 35°55' W	21.21'
L6	S 52°14'54" W	145.97'
L7	S 75°38'17" W	115.31'
L8	N 57°28'17" W	115.31'
L9	N 39°41'12" W	166.24'
L10	S 21°11'04" E	116.55'

LOCATION MAP

SCALE 1"=2000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LOS OSOS SUBDIVISION PHASE I, IS LOCATED IN EASTERN HIDALGO COUNTY ON WEST SIDE OF NORTH 83RD ROAD AND APPROXIMATELY 660.10 FEET NORTH OF MILE 17 1/2 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100). LOS OSOS SUBDIVISION PHASE I, LIES APPROXIMATELY 3.65 MILES FROM THE CITY LIMITS AND FALLS IN THE RURAL AREA OF THE COUNTY, IT LIES IN PRECINCT No. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	OSO VALLEY VENTURES, LTD. BY: WILLIAM A. SCHWARZ, PRESIDENT	5711 NORTH 10TH ST.	McALLEN, TEXAS 78504		
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 4856 · REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

3-18-15
DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line therof being the piplene installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this 4th day of February 2016.

OSO VALLEY VENTURES, LTD.
BY: WILLIAM A. SCHWARZ, PRESIDENT
5711 NORTH 10TH ST.
McALLEN, TEXAS 78504

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS THE 30th DAY OF July, 2015.

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT–OF WAYS AND/OR EASEMENTS.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO. 1 RIGHTS–OF–WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE H.C.I.D. NO. 1

SECRETARY — PRESIDENT

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

7-22-15
DATE

INDEX TO SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S ACKNOWLEDGMENT: HIDALGO COUNTY JUDGE CERTIFICATION, N.A.W.S.C. CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION, H.C.I.D. No.1 CERTIFICATION, REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER, WASTE WATER, AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), COUNTY CLERK'S RECORDING CERTIFICATE

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SYSTEM, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES. COUNTY CLERK'S RECORDING CERTIFICATE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

THE COUNTY OF HIDALGO TEXAS

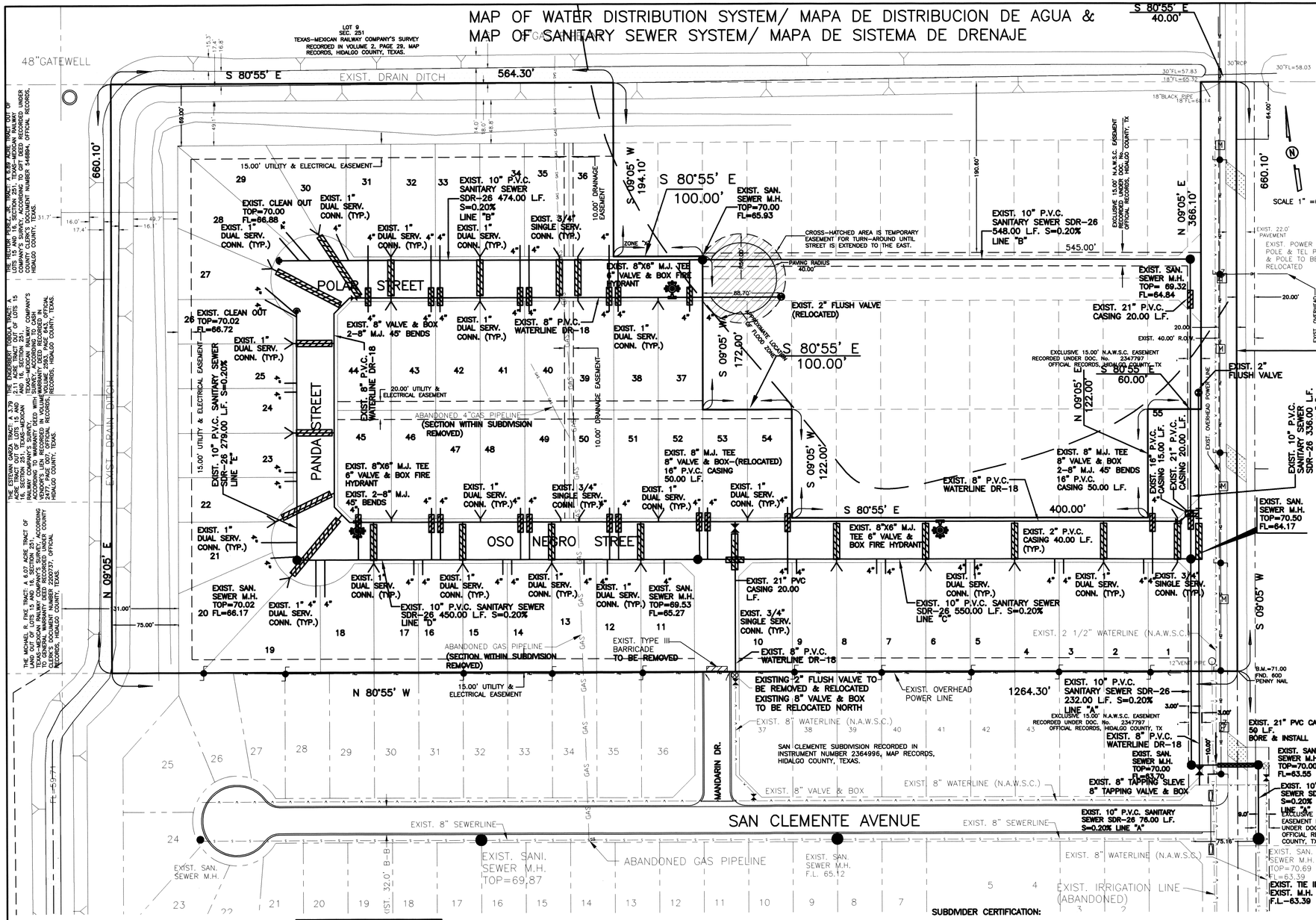
FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST. · PHONE 956–381–6480
EDINBURG, TEXAS 78539 · FAX 956–381–0527
ENGINEERING REGISTRATION NUMBER F–1513 · OFFICE@QHAENGINEERING.COM
SURVEYING REGISTRATION NUMBER 100411–00

SHEET NO. 1 OF 3 SHEETS	FILENAME : P:\DATA\SUBDIVS\HIDALGO CO.\LOS OSOS SUBDIVISION\PLAT PHASE I			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	3–18–2015	LG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
	6–3–2015	JLUIS GVZS		

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA & MAP OF SANITARY SEWER SYSTEM/ MAPA DE SISTEMA DE DRENAJE



FINAL ENGINEERING REPORT FOR LOS OSOS SUBDIVISION PH I:

WATER SUPPLY: Description and Costs.

LOS OSOS SUBDIVISION PH I HAS BEEN PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDE DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE WEST SIDE OF MANDARIN DRIVE AND ALONG THE NORTH SIDE OF SAN CLEMENTE AVENUE.

THE WATER SYSTEM FOR LOS OSOS SUBDIVISION PH I CONSIST OF AN 8" DIAMETER WATERLINE THAT TAPS INTO THE EXISTING 8" DIAMETER NAWSC WATERLINE LOCATED ON THE NORTH SIDE OF SAN CLEMENTE AVENUE. THE 8" DIAMETER WATERLINE THEN RUNS NORTH ALONG THE WEST SIDE OF NORTH 83RD STREET, ENDING WITH A 2" FLUSH VALVE NEAR THE NORTHEAST CORNER OF LOT 55. ON OSO NEGRO STREET, ANOTHER 8" DIAMETER WATERLINE RUNS WEST ALONG THE NORTH SIDE OF THE STREET. ON THE SOUTHWEST CORNER OF LOT 45, THE 8" DIAMETER WATERLINE RUNS NORTH ALONG THE EAST SIDE OF PANDA STREET. ON THE NORTHWEST CORNER OF LOT 44, THE 8" DIAMETER WATERLINE TURNS EAST AND RUNS ALONG THE SOUTH SIDE OF POLAR STREET. THE 8" DIAMETER WATERLINE ENDS WITH A 2" FLUSH VALVE LOCATED 88.70' EAST OF LOT 37.

ANOTHER 8" DIAMETER WATERLINE TAPS INTO THE EXISTING 8" DIAMETER WATERLINE ON MANDARIN DRIVE AND RUNS NORTH ALONG THE EAST SIDE OF THE STREET. THE WATERLINE LOOPS WITH THE 8" DIAMETER WATERLINE ON OSO NEGRO STREET.

FROM THE 8" DIAMETER WATERLINE, THERE ARE NINE (9) 3/4" DIAMETER SINGLE SERVICE LINES AND TWENTY THREE (23) 1" DUAL SERVICE LINES RUNNING TO PAIR OF LOTS BEFORE SPLITTING INTO TWO 3/4" DIAMETER SINGLE SERVICE LINES THAT RUN INTO THE WATER METER BOXES FOR EACH LOT.

THE 8" WATERLINE, THE 1" DUAL SERVICE LINES AND THE METER BOXES HAVE BEEN INSTALLED, AT A TOTAL COST OF $ 75,605.00 OR $ 1,374.64 PER LOT. THE SUBDIVIDER HAS IN ADDITION PAID N.A.W.S.C. THE SUM OF $ 72,350.00 OR $ 1,315.45 PER LOT, WHICH REPRESENTS THE TOTAL COST OF WATER METERS AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE N.A.W.S.C. SYSTEM. THE SUBDIVIDER HAS INSTALLED THREE (3) FIRE HYDRANTS AT A UNIT COST OF $1,400.00 FOR A TOTAL COST OF $ 4,200.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

LOS OSOS SUBDIVISION PH I WILL BE TREATED BY WASTEWATER SERVICE FROM NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C.. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. PROMISED TO TREAT WASTE WATER FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISHED THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THE SUBDIVISION. N.A.W.S.C. HAS AN EXISTING SANITARY SEWER MANHOLE LOCATED ON THE EAST SIDE OF NORTH 83RD ROAD.

FROM THIS MANHOLE, AN 10" SANITARY SEWER LINE RUNS NORTH ALONG THE EAST SIDE OF NORTH 83RD STREET FOR 82.0' TO A MANHOLE. THE 10" SANITARY SEWERLINE CROSSES NORTH 83RD STREET TO A MANHOLE NEAR THE SOUTHEAST CORNER OF LOT 46, SAN CLEMENTE SUBDIVISION (RECORDED UNDER INSTRUMENT No. 2364996, MAP RECORDS, HIDALGO COUNTY, TX). THE 10" DIAMETER SEWER LINE RUNS NORTH 568.0 FEET TO A MANHOLE. THE 10" SANITARY SEWERLINE TURNS WEST AND RUNS 1,022.00 FEET INSIDE A 15.0' N.A.W.S.C. EASEMENT AND THE NORTH SIDE OF POLAR STREET, ENDING WITH A CLEAN OUT LOCATED IN FRONT OF LOT 28.

ON THE NORTHEAST CORNER OF LOT 1, ANOTHER 10" SANITARY SEWER LINE RUNS 100.00 FEET WEST ALONG THE SOUTH SIDE OF OSO NEGRO STREET TO A MANHOLE LOCATED IN FRONT OF LOT 20. THE 10" DIAMETER WATERLINE TURNS NORTH AND RUNS 279.00 FEET ALONG THE WEST SIDE OF PANDA STREET ENDING WITH A CLEAN OUT IN FRONT OF LOT 26.

FROM THE 10" LINE, FIFTY FIVE (55) 4" DIAMETER SEWER SERVICE LINES RUN FOR EACH LOT.

THE 10" LINE, 4" SERVICE LINE AND SANITARY SEWER MANHOLES HAVE BEEN INSTALLED, AT A TOTAL COST OF $ 136,595.00 OR $ 2,483.55_PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 31,375.00 WHICH COVERS THE $ 570.45 PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE N.A.W.S.C.. THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, HAVE COST A GRAND TOTAL OF $ 147,955.00 WHICH EQUALS TO $ 2,690.09 PER LOT.

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED HAVE COST A GRAND TOTAL OF $ 167,970.00 WHICH EQUALS TO $3,054.00 PER LOT.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E.
P.E. No: 95534

2-4-16
DATE

REPORTE FINAL DE INGENIERIA PARA LOS OSOS SUBDIVISION PH I:

PROVISION DE AGUA: Descripcion y Gastos.

LOS OSOS SUBDIVISION PH I HA SIDO PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HA COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. CUENTA CON UNA LINEA DE AGUA EXISTENTE DE 8" QUE PASA POR EL LADO NORTE DE SAN CLEMENTE AVENUE Y POR EL LADO OESTE DE LA CALLE MANDARIN DRIVE.

EL SISTEMA DE AGUA PARA LOS OSOS SUBDIVISION PH I CONSISTE DE UNA LINEA DE 8" DE DIAMETRO QUE SE CONECTA CON LA LINEA DE AGUA EXISTENTE DE 8" LOCALIZADA EN EL LADO NORTE DE SAN CLEMENTE AVENUE. LA LINEA DE 8" DE DIAMETRO CORRE NORTE POR EL LADO OESTE DE NORTH 83RD STREET, TERMINANDO EN LA ESQUINA NORESTE DE LOTE 55 CON UNA VALVULA DE 2. EN LA CALLE OSO NEGRO STREET, OTRA LINEA DE 8" DE DIAMETRO CORRE OESTE PORE EL LADO NORTE DE LA CALLE. EN LA ESQUINA SUROESTE DE LOTE 45, LA LINEA DE 8" DE DIAMETRO VOLTEA NORTE Y CORRE POR EL LADO ESTE DE PANDA STREET. EN LA ESQUINA NORDESTE DE LOTE 44, LA LINEA DE 8" DE DIAMETRO VOLTE ESTE Y CORRE POR EL LADO SUR DE POLAR STREET. LA LINEA DE 8" DE DIAMETRO TERMINA CON UNA VALVULA DE 2", LOCALIZADO 88.70' ESTE DE LOTE 37.

OTRA LINEA DE 8" DE DIAMETRO CONNECTA CON LA LINEA EXISTENTE DE 8" DE DIAMETRO EN LA CALLEN MANDARIN DRIVE. LA LINEA CORRE NORTE POR EL LADO ESTE DE LA CALLE Y CONNECTA CON LA LINEA DE 8" DE DIAMETRO LOCALIZADO EN LA CALLE OSO NEGRO STREET.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN NUEVE (9) DE 3/4" DE PULGADA PARA CADA LOTE VEINTE TRES (23) DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE 3/4" DE PULGADA DE DIÁMETRO PARA CADA LOTE.

LOS DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE US$ 75,605.00 O US$ 1,374.64 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. US $72,350.00 QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE; US$ 1,315.45. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO TRES (3) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 1,400.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $ 4,200.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

SERVICIO DE DRENAJE: Descripcion y Costos.

LA SUBDIVISIÓN LOS OSOS SUBDIVISION PH I RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.N.A.W.S.C. CUENTA CON UNA ALCANTARILLA ESTA LOCALIZADA EN EL LADO ESTE DE LA CALLE NORTE 83RD.

DE ESTE ALCANTARILLA, UNA LINEA DE DRENAJE DE 10" DE DIAMETRO CORRE 82.0' POR EL LADO ESTE DE NORTH 83RD STEET A OTRO ALCANTARILLA. LA LINEA DE DRENAJE DE 12" DE DIAMETRO CRUZ NORTH 83RD STREET Y LLEGA A UNA ALCANTARILLA LOCALIZADO EN LA ESQUINA SUDESTE DE LOTE 46, SAN CLEMENTE SUBDIVISION.(REGISTRADA EN NUMERO DE INSTRUMENTO 2364996). LA LINEA DE DRENAJE DE 10" DE DIAMETRO CORRE NORTE 568.0' A UNA ALCANTARILLA. LA LINEA DE DRENAJE DE 10" DE DIAMETRO VOLTEA OESTE CORRE 1022.0' ADENTRO DE UNA EASEMENT DE 15.0' DE N.A.W.S.C. Y POR EL LADO NORTE DE POLAR STREET, TERMINANDO CON UNA "LEAN OUT" EN FRENTE DE LOTE 28.

EN LA ESQUINA NORESTE DE LOTE 1, OTRA LINEA DE LINEA DE DRENAJE DE 10" DE DIAMETRO CORRE OESTE POR 100.0' POR EL LADO SUR DE OSO NEGRO STREET. LA LINEA DE DRENAJE DE 10" DE DIAMETRO VOLTEA NORTE Y CORRE 279.0' POR EL LADO OESTE DE PANDA STREET, TERMINANDO CON UNA "CLEAN OUT" EN FRENTE DE LOTE 26.

DE ESTAS LÍNEAS DE DRENAJE SANITARIO DE 10 PULGADAS CINCUENTA Y CUATRO (55) LÍNEAS DE SERVICIO DE 4 PULGADAS SERÁN EXTENDIDAS HA CADA LOTE.

LA LÍNEAS DE 10 PULGADAS, DE 4 PULGADAS Y ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE US$ 136,595.00 O US$ 2,483.55 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A N.A.W.S.C. UN COSTO TOTAL DE US$ 31,375.00 O US$ 570.45 POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

CERTIFICATION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE US$ 147,955.00 O US$ 2,690.09 POR LOTE

DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE US$ 167,970.00 O US$ 3,054.00 POR LOTE.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No: 95534

2-4-16
DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

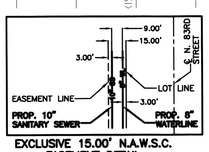
INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

COST ESTIMATE

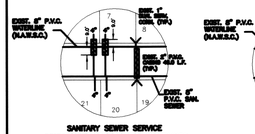
WATER DISTRIBUTION:	$ 75,605.00
SANITARY SEWER:	$ 136,595.00
PAVING IMPROVEMENTS:	$ 62,969.00
DRAINAGE IMPROVEMENTS:	$ 214,731.50



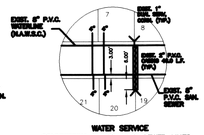
EXCLUSIVE 15.00' N.A.W.S.C. EASEMENT DETAIL

LOS OSOS SUBDIVISION PHASE I

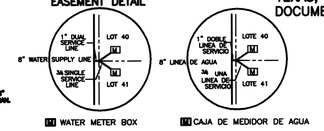
A 12.89 ACRE TRACT OF LAND OUT OF LOT 16, SECTION 251, TEXAS–MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2588401, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



SANITARY SEWER SERVICE CONNECTION CROSSING @ WATERLINES (TYPICAL)



WATER SERVICE CONNECTION CROSSING @ SEWER LINES (TYPICAL)



WM WATER METER BOX
8" WATER SUPPLY LINE
SERVICE LINES

WM CAJA DE MEDIDOR DE AGUA
8" LINEA DE AGUA
LINEAS DE SERVICIOS

REVISION NOTES				
No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1315
SURVEYING REGISTRATION NUMBER 100411–00

LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

SUBDIVIDER CERTIFICATION:

1. – BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY THE SELLER AS REQUIRED BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1. – I, (WE), **WILLIAM A. SCHWARZ, PRESIDENT** SUBDIVIDER (S) OF **LOS OSOS SUBDIVISION PH I** HEREBY CERTIFY SEWER FEES, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT; THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OSO VALLEY VENTURES, LTD.
BY: WILLIAM A. SCHWARZ, PRESIDENT
5711 NORTH 10TH ST.
McALLEN, TEXAS 78504

2-4-16
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared **WILLIAM A. SCHWARZ, PRESIDENT OSO VALLEY VENTURES, LTD.** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this 4th day of FEBRUARY, 2016.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016.

LILIA A. QUINTANILLA– NOTARY PUBLIC

SHEET NO.	FILENAME: F:\DATA\SUBDIVISION\W.C.\LOS OSOS SUBD PH I\PLAT			
2 OF 3	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	05–07–15	JULIS CVZS		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
	2–4–16	N. GONZALEZ		

MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE

LOS OSOS SUBDIVISION PHASE I

A 12.89 ACRE TRACT OF LAND OUT OF LOT 16, SECTION 251, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2588401, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

Los Osos Subdivision Phase I is a 12.89 acre tract of land out of Lot 16, Section 251, Tex-Mex Railway Company's Survey, Hidalgo County, Texas, according to the map or plat thereof recoded in Volume 2, Page 29, map records, Hidalgo County, Texas, and according to warranty deed recorded under County Clerk's Document number 2588401, official records, Hidalgo County, Texas. This subdivision is located on the west side of North 83rd Road 660 feet north of Mile 17 1/2 North Road. The site is currently vacant. The proposed subdivision will consist of 55 residential lots.

The tract is Zone "X" shaded and Zone "AH" with a base flood elevation of 73.00 feet as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0325 D, dated on June 6, 2000 with LOMR dated May 17, 2001.

The soil is a mixture of sandy clay loam, and clay loam. This soil is well drained. Permeability is generally moderate. Plasticity Index has a range of 11-23. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site runoff is in a northeasterly direction. The existing runoff for the proposed subdivision is Q= 5.04 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 22.32 cubic feet per second for an increase of Q= 17.28 cubic feet per second. Detention will be 49,359.74 cubic feet (1.13 acre feet) in accordance with the County's drainage requirements and will be obtained by excavating the existing H.C.D.D. No.1 Drain Ditch along the north side of the subdivision. Street runoff will be done through a proposed storm sewer system consisting of 18" and 24" pipes with Type "A" inlets that will outfall into the existing H.C.I.D. No.1 drainage ditch located on the north side of the subdivision.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D DATED JUNE 06, 2000 (LOMR MAY 17, 2001)

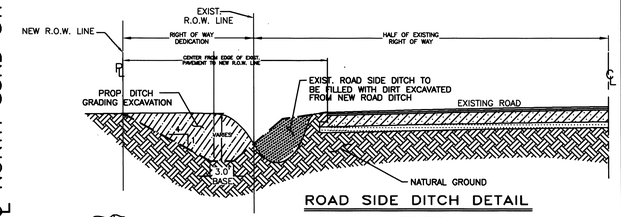
STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. No. 95534

2-15-16
DATE

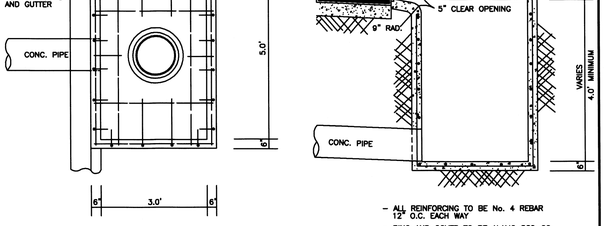
ROAD SIDE DITCH DETAIL

NOT TO SCALE



TYPE "A" INLET DETAIL

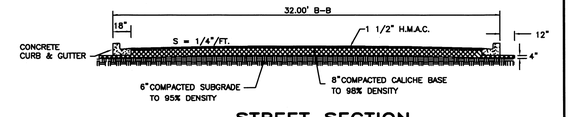
SCALE: N.T.S



- ALL REINFORCING TO BE No. 4 REBAR 12" O.C. EACH WAY
- RING AND COVER TO BE ALAMO 860-22 OR EQUAL (20 3/8" A.D. 150)

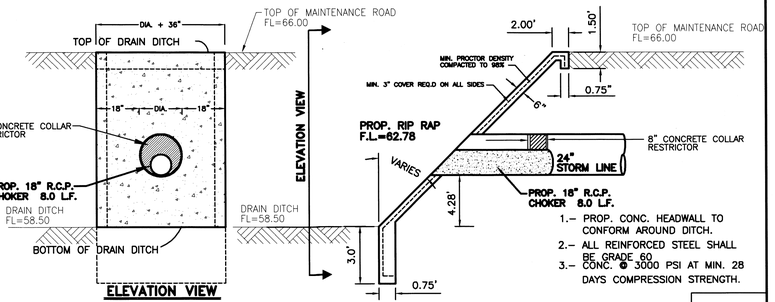
STREET SECTION

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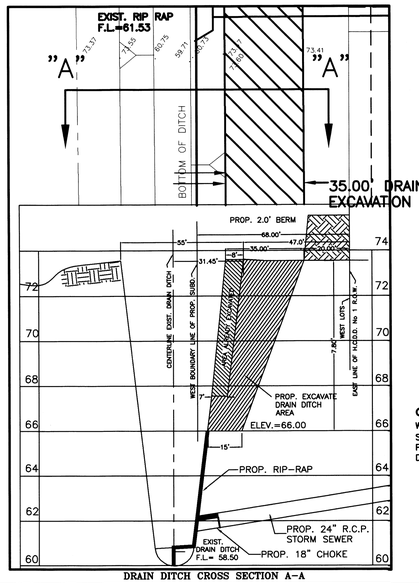


STORM DISCHARGE STRUCTURE

NOT TO SCALE



DRAIN DITCH CROSS SECTION A-A

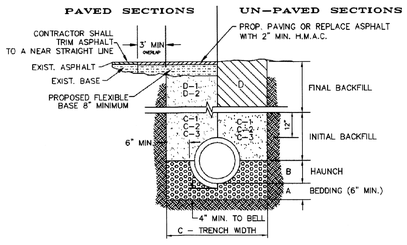


COST ESTIMATE

WATER DISTRIBUTION:	$ 75,605.00
SANITARY SEWER:	$ 136,595.00
PAVING IMPROVEMENTS:	$ 62,969.00
DRAINAGE IMPROVEMENTS:	$ 214,731.50

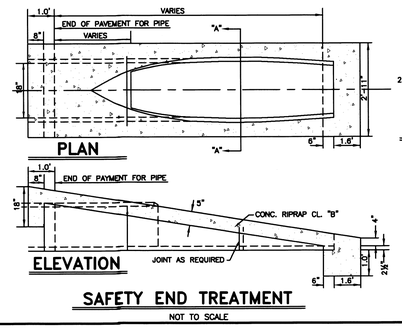
FILENAME: F:\DATA\SUBDIVISION\H.C.\LOS OSOS SUBD PH I\BPLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
05-07-15	JUAN CVZS		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY
2-4-16	M. GONZALEZ		

PAVED SECTIONS / UN-PAVED SECTIONS



STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S



SAFETY END TREATMENT

NOT TO SCALE

A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SAND GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. THICKNESS = 6") – PIT RUN GRAVEL 3/4" MAX. SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. x 1.5 + 12".

C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

C-2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

D-1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3, (AASHTO M145) COMPACTED TO 90% SPD, 8" LIFTS, MECHANICAL COMPACTION.

D-2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED AS PER ASTM D-4253 AND ASTM D-698.

D. FINAL BACKFILL – COMPACTED TO 90% STANDARD PROCTOR DENSITY (12" LIFT, MECHANICAL COMPACTION). FOUNDATION PREPARATION (WELLPOINTS, GRAVEL OR CEMENT STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT, AND COMPACTED TO 95% STANDARD PROCTOR DENSITY (USE RELATIVE DENSITY TEST PER ASTM D-4253 & ASTM D-698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 6". STRUCTURE BACKFILL MATERIAL SHALL BE SAND, APPROVED SITE SOIL, OR OTHER APPROVED SUBSTITUTE.

NOTE: MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.

LEGEND
- = FIRE HYDRANT
- = GUY WIRE
- = POWER POLE
- = MAILBOX
- = WATER VALVE
- = FLUSH VALVE
- = TEL PED
- = GATEWELL/STANDPIPE
- = TELEPHONE POLE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

SHEET NO. 3 OF 3	FILENAME: F:\DATA\SUBDIVS\EDINBURG\MANDALAY BAY\BPLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	AUG. 18, 2011	JUAN CVZS		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

SHEET NO. 3 OF 3

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 3-01-2016

PROPOSED **ANALI** SUBDIVISION, PRECINCT No. **3 .**

ENGINEER FIRM: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **OSBEL FLORES**

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐

NUMBER OF LOTS: **12** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **On the Southeast corner of Mile 9 North Road and Moorefield Road (FM 681)**

SUBDIVISION LIES WITHIN THE: ☒ THE RURAL AREA OF THE COUNTY

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **03-18-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Storm water will be detained within the existing low areas of each lot, and excess runoff will flow into regarded (by developer) road side ditches on Mile 9 Road & Moorefield Road**

ROAD R.O.W. DEDICATION: **30 feet on to Mile 9 North Road and 30 feet to Moorefield Road.**

H.C.R.O.W. FINAL APPROVAL DATE: _____ By, **Victor Gallardo** Pct 3 R.O.W. AGENT

H.C.H.D. PRELIMINARY APPROVAL DATE: **N/A** By, **Elizardo Ramos, Environmental Health Division Manager**

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Aniceto Izaguirre**

WATER SERVICE PROVIDER: **Sharyland Water Supply Corp.** LINE SIZE: **12"** LOCATION: **Moorefield Road**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **2-11-16** : By **Martin Ramirez, Environmental Compliance Coordinator**

☒ **LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

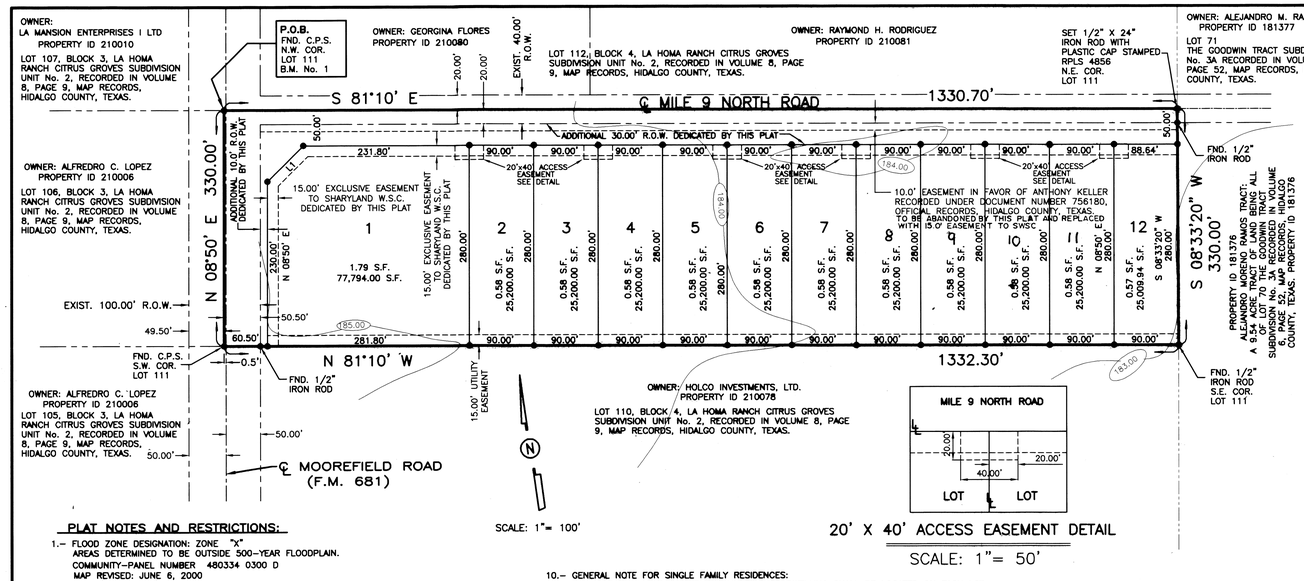
REQUEST FOR FINAL APPROVAL WITH: ☒ **Cash Deposit:** *Amount:* ***$18,000.00*** *For:* ☒ 12 *OSSF(S)* & **$24,000.00** ☒ 6 SHARED DRIVEWAYS

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **4-22-2014**

STAFF RECOMMENDS: ☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments.*

☒ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



20' X 40' ACCESS EASEMENT DETAIL

SCALE: 1"= 50'

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "X" AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
COMMUNITY-PANEL NUMBER 480334 0300 D
MAP REVISED: JUNE 6, 2000

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF THE STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

3.– LEGEND • – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

4.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDMISION.

5.– SETBACKS:
FRONT.....50.00 FEET
REAR.....15.00 FEET
SIDE.....6.00 FEET
CORNER SIDE WHERE R.O.W. IS GREATER THAN 50.00 FEET.....20.00 FEET

OR TO EASEMENT LINE WHICHEVER IS GREATER ON ALL CASES.

6.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

7.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 21,493.00 CUBIC-FEET 0.48 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No. 2.

8.– BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
B.M. No.1– ELEVATION=187.44, COTTON PICKER SPINDLE SET ON CENTERLINES OF MOOREFIELD ROAD AND MILE 9 NORTH ROADS. N.A.V.D. 88 DATUM

9.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

10.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

11.– OSBEL FLORES, THE OWNER & SUBDIVIDER OF ANALI SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

12.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13.– ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY A SEPARATED DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

14.– AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED.

15.– NO INDIVIDUAL LOT ACCESS WILL BE ALLOWED FOR MILE 9 NORTH ROAD ONTO LOTS 1 THROUGH 12. A 24.00 FOOT DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER IN BETWEEN LOTS 1 & 2, 3 & 4, 5 & 6, 7 & 8, 9 & 10, AND 11 & 12 TO PROVIDE INGRESS AND EGRESS FROM MILE 9 NORTH ROAD.

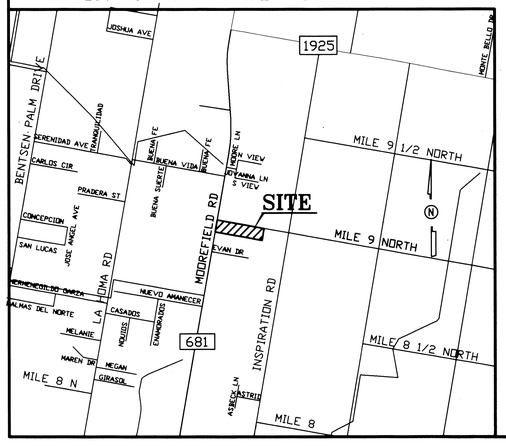
16.– ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AND/OR ROADSIDE DITCH AT A 0.5 % SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.

17.– TxDOT DRIVEWAY/ENTRANCE PERMIT IS REQUIRED FOR LOT 1 PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO FM 681 (MOOREFIELD ROAD). TxDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT APPLICATION PERMIT.

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 53°50' E	70.71'

LOCATION MAP

SCALE 1" = 2000'



REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL

ANALI SUBDIVISION, IS LOCATED IN WESTERN HIDALGO COUNTY ON THE SOUTHEAST CORNER OF MOOREFIELD ROAD AND MILE 9 NORTH ROAD THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ALTON ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ALTON (POPULATION 12341). ANALI SUBDIVISION, LIES APPROXIMATELY 2.5 MILES FROM THE CITY LIMITS AND FALLS IN THE RURAL AREA OF THE COUNTY, IT LIES IN PRECINCT No. 3.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNERS:	OSBEL FLORES	1402 SAMANTHA STREET	MISSION, TX 78574	(956)867-0148	
ENGINEER:	MARCO A. GONZALEZ	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

DATE OF PREPARATION: SEPT. 15, 2015

SUBDIVISION PLAT OF:
ANALI SUBDIVISION

A 10.09 ACRE TRACT OF LAND BEING ALL OF LOT 111, BLOCK 4, LA HOMA RANCH CITRUS GROVES SUBDIVISION UNIT No. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGE 9, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2466727, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 10.09 ACRE TRACT OF LAND BEING ALL OF LOT 111, BLOCK 4, LA HOMA RANCH CITRUS GROVES SUBDIVISION UNIT No. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGE 9, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2466727, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE FOUND IN THE CENTERLINE MILE 9 NORTH ROAD AND WITHIN THE RIGHT OF WAY OF MOOREFIELD ROAD (F.M 681) FOR THE NORTHWEST CORNER OF LOT 111 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°10' E, ALONG THE NORTH LINE OF LOT 111 AND THE CENTERLINE OF MILE 9 NORTH ROAD, A DISTANCE OF 1,330.70 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF LOT 111 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°33'20" W (MAP RECORD: S 08°34' W), ALONG THE EAST LINE OF LOT 111, PASSING A 1/2" IRON ROD FOUND AT 20.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF MILE 9 NORTH ROAD, A TOTAL DISTANCE OF 330.00 FEET FOR THE SOUTHEAST CORNER OF LOT 111 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°10' W, ALONG THE SOUTH LINE OF LOT 111, PASSING A 1/2" IRON ROD FOUND AT 1,281.80 FEET FOR THE EAST RIGHT OF WAY LINE OF MOOREFIELD ROAD (FM 681), A TOTAL DISTANCE OF 1,332.30 FEET TO A COTTON PICKER SPINDLE FOUND WITHIN THE RIGHT OF WAY OF MOOREFIELD ROAD (F.M. 681) FOR THE SOUTHWEST CORNER OF LOT 111 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE: N 08°50' E, ALONG THE WEST LINE OF LOT 111 AND WITHIN THE RIGHT OF WAY OF MOOREFIELD ROAD (F.M. 681), A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.09 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LA HOMA RANCH CITRUS GROVES SUBDIVISION UNIT No. 2, RECORDED IN VOLUME 8, PAGE 9, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 4856 · REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

SEPT. 15, 2015
DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **ANALI SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 20___.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

INDEX TO SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, ATTESTATION: COUNTY CLERK'S RECORDING CERTIFICATION: HIDALGO COUNTY HEALTH DIVISION CERTIFICATION, H.C.D.D. No. 1 CERTIFICATION, H.C.I.D. No. 6 CERTIFICATION: REVISION NOTES.

SHEET 2– WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND MAP OF TOPOGRAPHY AND DRAINAGE, AND COUNTY CLERK'S RECORDING CERTIFICATE AND ENGINEERING CERTIFICATION, REVISION NOTES.

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, OSBEL FLORES AS OWNER OF OF THE 10.09 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED ANALI SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

OSBEL FLORES
1402 SAMANTHA STREET
MISSION, TX 78574
(956)867-0148

1-12-16
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared OSBEL FLORES proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 12TH day of JANUARY, 2016

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016

LILIA A. QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the ANALI SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

_____ _____
Hidalgo County Judge Date

ATTEST: _____ _____
Hidalgo County Clerk Date

HIDALGO COUNTY IRRIGATION DISTRICT No. 6 CERTIFICATION

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 6 ON THIS THE 18TH DAY OF JANUARY, 2016

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATIONS, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HCID#6 RIGHT OF WAYS OR EASEMENTS. APPROVAL OF THIS PLAT DOES NOT RELEASE ANY RIGHTS THAT THE DISTRICT MAY HAVE WHETHER SHOWN OR NOT.

BOARD MEMBER BOARD MEMBER

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

_____ _____
RAUL SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS · MARCO A. GONZALEZ · 120016 · LICENSED PROFESSIONAL ENGINEER

MARCO A. GONZALEZ
P.E. No. 120016

1-8-16
DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

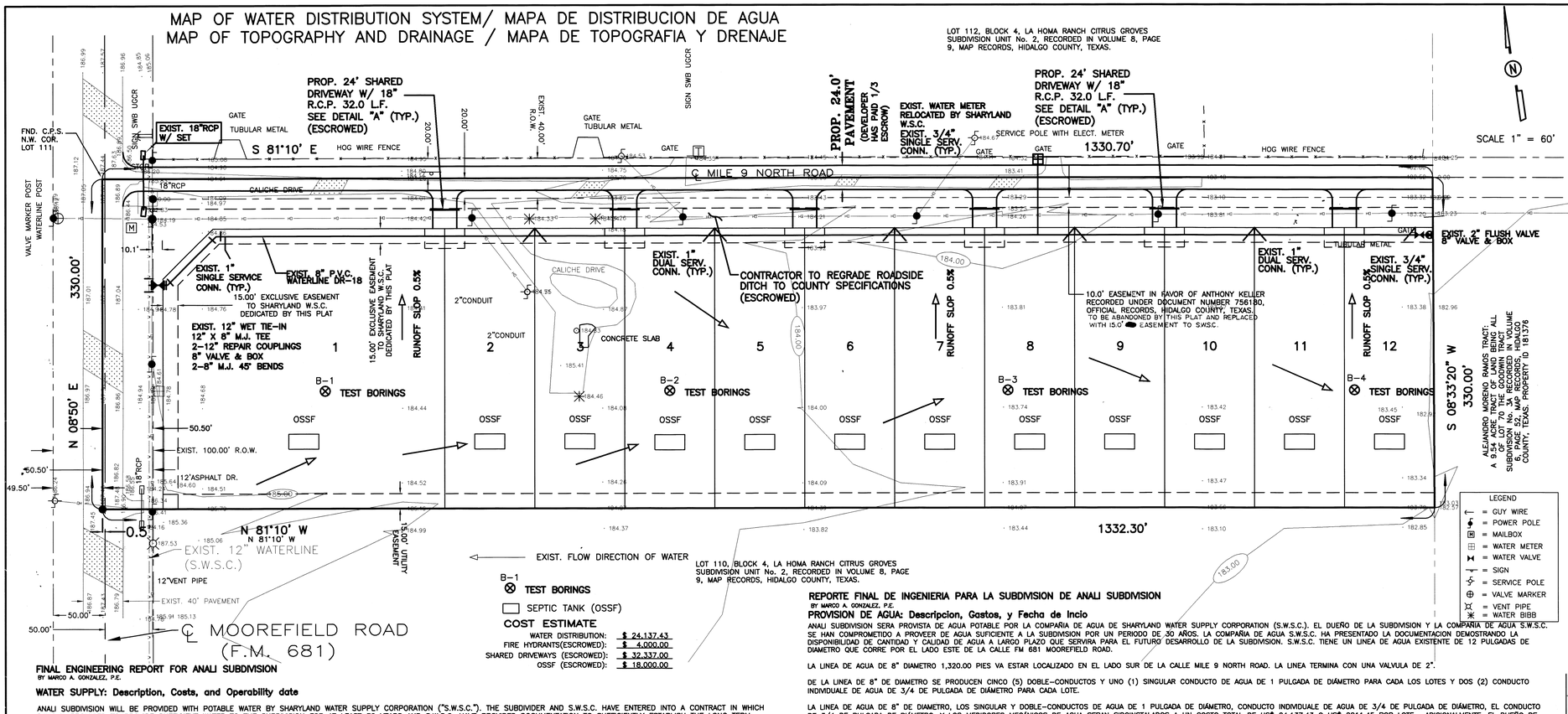
ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

Z:\data\SUBDIVISIONS\5-HIDALGO COUNTY\ANALI SUBDIVISION\-PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
SEPT. 15, 2015	M. GONZALEZ		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

SHEET NO.
1 of 2

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA
MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE



B-1 ⊗ TEST BORINGS

☐ SEPTIC TANK (OSSF)

COST ESTIMATE

WATER DISTRIBUTION:	$ 24,137.43
FIRE HYDRANTS(ESCROWED):	$ 4,000.00
SHARED DRIVEWAYS (ESCROWED):	$ 32,337.00
OSSF (ESCROWED):	$ 18,000.00

FINAL ENGINEERING REPORT FOR ANALI SUBDIVISION

BY MARCO A. GONZALEZ, P.E.

WATER SUPPLY: Description, Costs, and Operability date

ANALI SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY SHARYLAND WATER SUPPLY CORPORATION ("S.W.S.C."). THE SUBDIVIDER AND S.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH S.W.S.C. PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND S.W.S.C. HAVE PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THE SUBDIVISION. S.W.S.C. HAS AN EXISTING 12" DIAMETER WATERLINE RUNNING ALONG THE EAST SIDE OF (FM 681) MOOREFIELD ROAD.

FROM THE EXISTING 12" WATERLINE, AN 8" DIAMETER WATERLINE HAS BEEN INSTALLED ON THE SOUTH SIDE OF MILE 9 NORTH. IT ENDS WITH A 2" FLUSH VALVE ON THE EAST SIDE OF THE SUBDIVISION.

WATER DISTRIBUTION FOR ANALI SUBDIVISION CONSISTS OF ONE (1) SINGLE SERVICE, FIVE (5) 1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO 3/4" DIAMETER SERVICE LINES AND TWO (2) 3/4" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT

THE 8" DIAMETER WATERLINE, THE 1" SINGLE & DUAL SERVICE LINES, THE 3/4" SINGLE SERVICE LINE AND THE WATER METER BOXES HAS BEEN INSTALLED. AT A TOTAL COST OF $ 24,137.43 OR $ 2011.45 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID S.W.S.C. THE SUM OF $ 8,068.00 OR $ 672.33 PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO S.W.S.C. THE SUBDIVIDER HAS ESCROWED ONE (1) FIRE HYDRANTS WITH THE COUNTY OF HIDALGO AT A TOTAL COST OF $ 4,000.00 UPON REQUEST BY THE LOT OWNER, S.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES WILL BE APPROVED AND ACCEPTED BY S.W.S.C. PRIOR TO THE ISSUANCE OF BUILDING PERMITS.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM ANALI SUBDIVISION, IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS: AND THE DRAINAGE EASEMENTS.

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD FOUR (4) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 1, 4, 8 AND 12. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12258) INDICATES A UNIFORM SANDY CLAY LOAM (WITH TEXURE CLASS II) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL, THE 10-YEAR FLOODPLAIN BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00, INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL. WITH THE FILING OF THIS FINAL PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A PERSONAL CHECK REPRESENTING A "CASH DEPOSIT" TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $ 18,000.00.00, WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THIS FACILITY ARE FULLY CONSTRUCTED, WITH INSTALLATION OF WATER METERS, AT A TOTAL COST OF $ 32,205.43 OR $ 2,683.79 PER LOT.

SEWAGE FACILITIES– THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ 18,000.00 WHICH EQUALS TO $ 1,500.00 PER LOT.

STATE OF TEXAS · MARCO A. GONZALEZ · 120016 · LICENSED PROFESSIONAL ENGINEER

MARCO A. GONZALEZ
P.E. No. 120016

2-5-16
DATE

SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.– I (WE), **OSBEL FLORES** SUBDIVIDERS OF **ANALI SUBDIVISION** HEREBY CERTIFY SEWER PERMITS ARE REQUIRED PRIOR TO BUILDING ON ANY LOT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OSBEL FLORES
1402 SAMANTA STREET
MISSION, TX 78574
(956)867-0148

2/5/2016
DATE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION DE ANALI SUBDIVISION

BY MARCO A. GONZALEZ, P.E.

PROVISION DE AGUA: Descripcion, Gastos, y Fecha de Incio

ANALI SUBDIVISION SERA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE SHARYLAND WATER SUPPLY CORPORATION (S.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPANIA DE AGUA S.W.S.C. SE HAN COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA S.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. S.W.S.C. TIENE UN LINEA DE AGUA EXISTENTE DE 12 PULGADAS DE DIAMETRO QUE CORRE POR EL LADO ESTE DE LA CALLE FM 681 MOOREFIELD ROAD.

LA LINEA DE AGUA DE 8" DIAMETRO 1,320.00 PIES VA ESTAR LOCALIZADO EN EL LADO SUR DE LA CALLE MILE 9 NORTH ROAD. LA LINEA TERMINA CON UNA VALVULA DE 2".

DE LA LINEA DE 8" DE DIAMETRO SE PRODUCEN CINCO (5) DOBLE–CONDUCTOS Y UNO (1) SINGULAR CONDUCTO DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA LOS LOTES Y DOS (2) CONDUCTO INDIVIDUALE DE AGUA DE 3/4 DE PULGADA DE DIÁMETRO PARA CADA LOTE.

LA LINEA DE AGUA DE 8" DE DIAMETRO, LOS SINGULAR Y DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, CONDUCTO INDIVIDUALE DE AGUA DE 3/4 DE PULGADA DE DIÁMETRO, EL CONDUCTO DE 3/4 DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA SERAN SIDOINSTALADOS A UN COSTO TOTAL DE US$ 24,137.43 O US$ 2011.45 POR LOTE. ADICIONALMENTE, EL DUEÑO DE LA SUBDIVISION PAGARA A S.W.S.C. LA CANTIDAD DE US$ 8,068.00 O US$ 672.33 POR SOLAR DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE EL CUAL CUBRE LOS MEDIDORES DE AGUA, INSTALACION, CONEXION Y MEMBRESIAS. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN PAGO PARA 1 BOCA DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 4,000.00 OBTENIDO POR EL CONDUCTO DE HIDALGO EN LA CANTIDAD POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $ 4,000.00. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA S.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL SISTEMA DE AGUA SERAN APROBADO Y ACEPTADO POR S.W.S.C. ANTES DE LA EMISION DE PERMISOS DE OBRAS.

DRENAJE: Descripcion y Gastos.

EL DRENAJE DE ANALI SUBDIVISION, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12258) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION HIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 12258) HIZO QUATRO (4) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 1, 4, 8 Y 12 (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UNIFORME MARGA DE BARRO ARENOSO (CON TEXTURA CLASE II) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 12258). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO ESTIMADO PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ 1,500.00, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSA SÉPTICA HA SIDO INSTALADA EN EL PROCESO DE LA APROBACIÓN FINAL. CON EL ARCHIVAMIENTO DEL PLAN FINAL, EL DUEÑO DE LA SUBDIVISIÓN PROPORCIONARA UNA GARANTÍA FINANCIERAS ADECUADAS CON DESEMPEÑO EN FORMA DE UN CHEQUE PERSONAL REPRESENTANDO UN "DEPOSITO EN EFECTIVO" OBTENIDO POR EL CONDADO DE HIDALGO EN LA CANTIDAD DE US$ 18,000.00, QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA DE FOSA SÉPTICAS EN CADA TERRENO. EL DUEÑO DE LA SUBDIVISIÓN INCLUIRÁ EL COSTO DE UN SISTEMA DE FOSA SÉPTICAS EN EL PRECIO DE VENTA DEL TERRENO.

EN CUALQUIER MOMENTO DESPUÉS DE QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIA LA INSTALACIÓN DE UN SISTEMA SÉPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO DE LA SUBDIVISIÓN Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACIÓN PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SÉPTICA. LAS FOSAS SÉPTICAS DEBEN DE ESTAR INSTALADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACIÓN DE LUZ Y AGUA.

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA DE AGUA FUE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL COSTO TOTAL ES DE US$ 32,205.43 O US$ 2,683.79 POR LOTE.

DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN US$ 1,500.00 POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE US$ 18,000.00 PARA TODA LA SUBDIVISION.

STATE OF TEXAS · MARCO A. GONZALEZ · 120016 · LICENSED PROFESSIONAL ENGINEER

MARCO A. GONZALEZ
P.E. No. 120016

2-5-16
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared

OSBEL FLORES

proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 5th day of FEBRUARY, 2016.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016

LILIA A. QUINTANILLA– NOTARY PUBLIC

ANALI SUBDIVISION

A 10.09 ACRE TRACT OF LAND BEING ALL OF LOT 111, BLOCK 4, LA HOMA RANCH CITRUS GROVES SUBDIVISION UNIT NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGE 9, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2466727, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR
ANALI SUBDIVISION

Anali Subdivision is a 10.09 acre tract of land being all of lot 111, block 4, La Homa Ranch Citrus Groves Subdivision Unit No. 2, Hidalgo County, Texas, according to the map or plat thereof recorded in volume 8, page 9, map records, Hidalgo County, Texas, and according to warranty deed recorded under county clerk's document number 2466727, official records, Hidalgo County, Texas.. This subdivision is located at the southeast corner of Mile 9 North Road and Moorefield Road (FM 681). The proposed subdivision consists of 12 lots.

The tract is Zone "X" as per FEMA Flood Insurance Rate Map; Community Panel No. 480334 0300 D, and dated June 6, 2000.

This soil is fine sandy loam, and sandy clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 4–39. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff on an easterly direction. The existing runoff for the proposed subdivision is Q= 2.62 cubic feet per second based on a 10–year storm.

After development the runoff will be Q= 22.80 cubic feet per second for an increase of Q= 19.45 cubic feet per second. Detention will be 25,802.89 cubic feet (0.59 acre feet). The proposed detention will be obtained in the green area of the lots.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR FLOOD IS CONTAINED WITHIN THE RIGHT–OF–WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

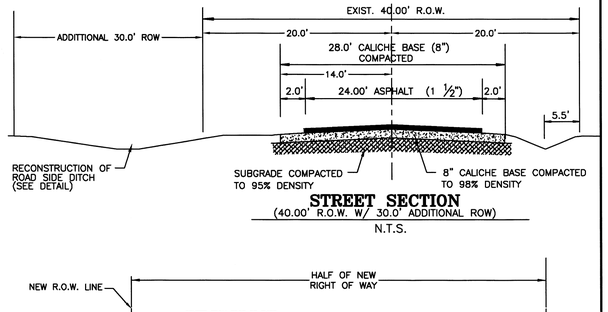
CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100–YEAR FLOODPLAIN FOR ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0300 C, DATED ON JUNE 6, 2000 IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS · MARCO A. GONZALEZ · 120016 · LICENSED PROFESSIONAL ENGINEER

MARCO A. GONZALEZ
P.E. No. 120016

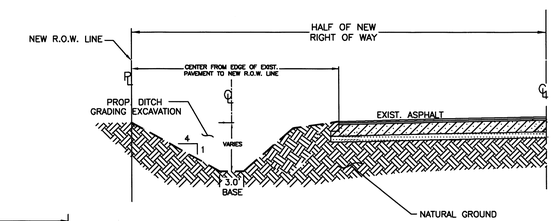
2-5-16
DATE

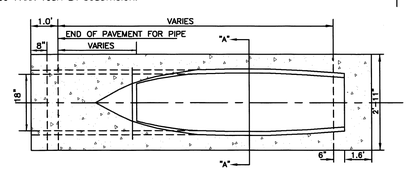


STREET SECTION

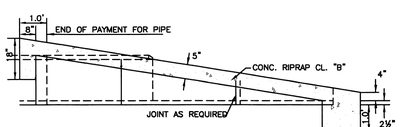
(40.00' R.O.W. W/ 30.0' ADDITIONAL ROW)

N.T.S.





PLAN



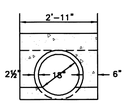
ELEVATION

SAFETY END TREATMENT

NOT TO SCALE

RECONSTRUCTION OF ROAD SIDE DITCH

NOT TO SCALE



"A–A"

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 2 OF 2 SHEETS	FILENAME : F:\DATA\SUBDIVS\HIDALGO CO.\ANALI SUBD.\B–PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	11–10–2015	AG		
	DATE REVISED		CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

T.J. Arredondo, CFM
Director of Planning

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 3-01-2016

PROPOSED **CHARLIE'S ESTATES** SUBDIVISION, PRECINCT No. **1.**

ENGINEER: **Nain Engineering** DEVELOPER: **Carlos Gonzalez**

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **3** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **East of FM 1015 approximately ¼ mile South fo Mars Nursery Road (FM 1422).**

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **8-24-2015** PROPERTY LIES WITHIN FLOOD ZONE: **" X "** AS PER FEMA.

DRAINAGE DESIGN: **Will be detained within the property natural low area.**

ROAD R.O.W. DEDICATION: **20.00 feet on to FM 1015.**

H.C.R.O.W. FINAL APPROVAL DATE: **2-04-16** By, **Roy Gonzalez, Pct. 1** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **2-05-2016** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose A. Gonzalez**

WATER SERVICE PROVIDER: **NAWSC** LINE SIZE: **4"** LOCATION: **East side of FM 1015.**

H.C.O.E.C. FINAL APPROVAL DATE: **2-04-16** : By **Martin Ramirez** Environmental Compliance Coordinator

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH: ☒ **Cash Deposit:** *Amount:$ 1500.00 For:* ☒*OSSF(S) 1*

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **9-29-2015**

STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments,*

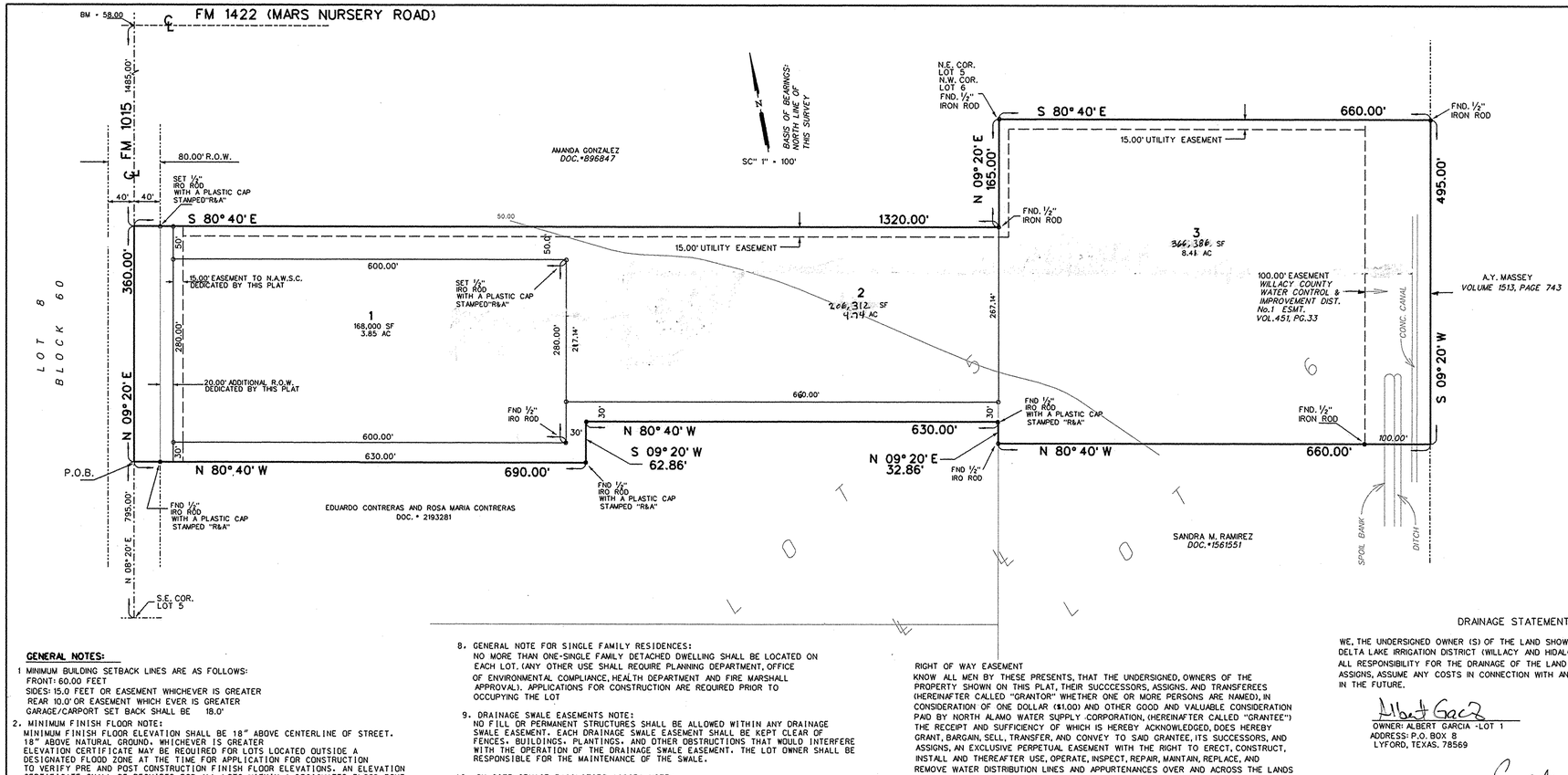
☒ **Final Approval** *with financial guarantee.*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

CHARLIE'S ESTATES

A 17.49 ACRE TRACT OF LAND OUT OF LOTS 5 AND 6, BLOCK 61, MISSOURI TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.



METES AND BOUNDS

A 17.49 ACRE TRACT OF LAND OUT OF LOT 5 AND 6, BLOCK 61, MISSOURI TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.

BEGINNING AT A POINT ON THE WEST LINE OF LOT 5 AND IN THE CENTERLINE OF FM 1015 FO RTHE SOUTHWEST CORNER OF THIS TRACT, SAID POINT BEARS N 09°20' E, 795.00 FEET FROM THE SOUTHWEST CORNER OF LOT 5:

THENCE: N 09° 20 E, ALONG THE WEST LINE OF LOT 5 AND THE CENTERLINE OF FM 1015, A DISTANCE OF 360.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS TRACT:

THENCE: S 80° 40' E, PASSING A 1/2" IRON ROD FOUND WITH A PLASTIC CAP STAMPED "R&A" AT 40.00 FEET FOR THE EAST R.O.W. LINE OF FM 1015 , A TOTAL DISTANCE OF 1320.00 FEET TO A 1/2" IRON ROD FOUND ON THE EAST LINE OF LOT 5 FOR AN INTERIOR CORNER OF THIS TRACT:

THENCE: N 09° 20' E, ALONG THE EAST LINE OF LOT 5, A DISTANCE OF 165.00 FEET TO A 1/2 IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 6; AN FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE: S 80° 40' E, A DISTANCE OF 660.00 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS TRACT:

THENCE: S 09° 20' W, A DISTANCE OF 495.00 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS TRACT:

THENCE: N 80° 40' W , PASSING A 1/2" IRON ROD FOUND AT 100.00 FEET FOR A REFERENCE POINT, A TOTAL DISTANCE OF 660.00 FEET TO A 1/2" IRON ROD FOUND WITH A PLASTIC CAP STAMPED "R&A" FOR AN EXTERIOR CORNER OF THIS TRACT:

THENCE: N 09° 20' E, A DISTANCE OF 32.86 FEET TO A 1/2" IRON ROD FOUND WITHA PLASTIC CAP STAMPED "R&A" FOR AN INTERIOR CORNER OF THIS TRACT:

THENCE: N 80° 40' W, A DISTANCE OF 630.00 FEET TO A 1/2" IRON ROD FOUND WITHA PLASTIC CAP STAMPED "R&A" FOR AN INTERIOR CORNER OF THIS TRACT:

THENCE: S 09° 20' W, A DISTANCE OF 62.86 FEET TO A 1/2" IRON ROD FOUND WITHA PLASTIC CAP STAMPED "R&A" FOR AN EXTERIOR CORNER OF THIS TRACT:

THENCE: N 80° 40' W, PASSING A 1/2" IRON ROD FOUND WITH A PLASTIC CAP STAMPED "R&A" AT 650.00 FEET FOR THE EAST R.O.W. LINE OF FM 1015, A TOTAL DISTANCE OF 690.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.49 ACRE OF LAND MORE OR LESS.

GENERAL NOTES:

1 MINIMUM BUILDING SETBACK LINES ARE AS FOLLOWS:
FRONT: 60.00 FEET
SIDES: 15.0 FEET OR EASEMENT WHICHEVER IS GREATER
REAR 10.0' OR EASEMENT WHICH EVER IS GREATER
GARAGE/CARPORT SET BACK SHALL BE 18.0'

2. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET. 18" ABOVE NATURAL GROUND. WHICHEVER IS GREATER
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

3. ⊕ -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
○ -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.

4. BENCHMARK ELEVATION 58.00, U.S.G.S., INTERSECTION OF FM 1015 AND FM 1422- NGVD 1929

5. FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
C.P.N. 480334 0350 C
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR DATED MAY 17, 2001
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 33,865 CUBIC -FEET 0.78 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE WEST SIDE OF THE LOTS

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

9. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES. BUILDINGS. PLANTINGS. AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

10. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE. AND MULTI-FAMILY USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:

1. ANCHORING OF SEPTIC TANK(s)
2. BACK FLOW VALVES
3. SEPTIC TANK COVER SHALL BE ABLE TO SEAL

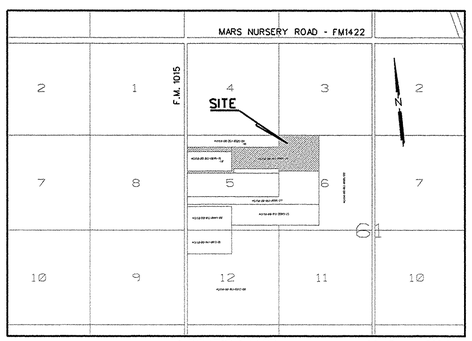
11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION

12. CARLOS GONZALEZ.. THE OWNER & SUBDIVIDER OF CHARLIE'S ESTATES RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

13. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

14. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.

15. R.O.W. ALONG FM 1015, SHALL BE CLEAR OF ANY OBSTRUCTIONS BY PROPERTY OWNERS AT THE TIME OF ROADWAY IMPROVEMENTS



LOCATION MAP SCALE: 1"= 1320.0'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

CHARLIE'S ESTATES IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED NORTHERLY HIDALGO COUNTY, ON THE EAST SIDE OF FM 1015, 1485.00 FEET SOUTH OF FM 1422. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDCOUCH (POPULATION OF 4,426 - 2010 CENSUS). CHARLIE'S ESTATES IS LOCATED 6 MILES NORTH FROM THE CITY LIMITS OF EDCOUCH.

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCCESSORS, ASSIGNS. AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR (S1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE") THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEGIN THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HERBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HERIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THUS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR CONVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGHT FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT. WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS 20th DAY OF November ,2015.

Albert Garcia
OWNER: ALBERT GARCIA -LOT 1
ADDRESS: P.O. BOX 8
LYFORD, TEXAS. 78569

Carlos Gonzalez
OWNER: CARLOS GONZALEZ -LOTS 2 AND 3
ADDRESS: P.O. BOX 663
ELSA, TEXAS. 78543

Yolanda Garcia
OWNER: YOLANDA GARCIA-LOT 1
ADDRESS: P.O. BOX 8
LYFORD, TEXAS. 78569

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	CARLOS GONZALEZ	P.O. BOX 663	ELSA, TEXAS. 78543	956-246-8019
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537.	(956) 784-0218
SURVEYOR:	REYNALDO ROBLES	107 W. HUISACHE ST.	WESLACO, TEXAS. 78596	956-968-2422

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001 11/20/15
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS GUILLERMO A. ARRATIA 94001 LICENSED PROFESSIONAL ENGINEER

DRAINAGE STATEMENT

WE, THE UNDERSIGNED OWNER (S) OF THE LAND SHOWN ON THIS PLAT, FOR THE CONSIDERATION OF DELTA LAKE IRRIGATION DISTRICT (WILLACY AND HIDALGO COUNTY) APPROVING THIS PLAT, ASSUME ALL RESPONSIBILITY FOR THE DRAINAGE OF THE LAND CONVERED HEREBY AND WE, OUR HEIRS AND ASSIGNS, ASSUME ANY COSTS IN CONNECTION WITH ANY DRAINAGE NEEDED NOW OR AT ANY TIME IN THE FUTURE.

Albert Garcia
OWNER: ALBERT GARCIA -LOT 1
ADDRESS: P.O. BOX 8
LYFORD, TEXAS. 78569

Yolanda Garcia
OWNER: YOLANDA GARCIA - LOT 1
ADDRESS: P.O. BOX 8
LYFORD, TEXAS. 78569

Carlos Gonzalez
OWNER: CARLOS GONZALEZ -LOTS 2 AND 3
ADDRESS: P.O. BOX 663
ELSA, TEXAS. 78543

STATE OF TEXAS
COUNTY OF HIDALGO
COUNTY OF WILLACY

THIS PALT CHARLIE'S ESTATES HAS BEEN SUBJITTED TO AND CONSIDERED BY THE DELTA IRRIGATION DISTRICT OF WILLACY AND HIDALGO COUNTY, TEXAS AND IS HEREBY APPROVED BY SUCH DISTRICT." ALL RIGHTS, RULES AND REGULATIONS OF THE DELTA LAKE IRRIGATION DISTICT EXISTING PRIOR TO THE SUBMISSION OF THIS PLAT ARE NOT ABRIDGED BY THE SUBSEQUENT APPROVAL OF THIS PLAT BY SAID DISTRICT, NOT WITH STANDING ANY PROVISION OR NOTATION OTHERWISE IN THIS PLAT" (THIS REQUIREMENT WILL BE INAPPLICABLE IF ANY RIGHTS, RULES OR REGULATION OF THE DISTRICT WILL NOT ALLOW ANY STRUCTURES 15'FROM THE CENTERLINE OF A PIPE LINE OR 25'FROM THE INSIDE TOE OF ANY MAIN OR LATERAL CANAL OR DRAINAGE DITCH, AND THAT NO FENCING WILL BE INSTALLED OR REMAIN ON ANY DISTRICTS EASEMENT OR RIGHT OF WAY UNLESS APPROVED BY THE DISTRICT MANAGEMENT. ALL APPROVED FENCING WILL BE REQUIRED TO HAVE GATES PROVIDING A MINIMUM OPENING OF 16 FEET. SUBJECT TO NOTICE THAT IRRIGATION WATER IS AVAILABLE ONLY AT EXISTING IRRIGATION OUTLETS. ANY MODIFICATION, CHANGE, OR ADDITIONAL OUTLETS MUST BE APPROVED BY THE DISTRICT, AND BE EXPENSE OF THE OWNER.

ANY FAILURE TO RECORD THIS PLAT IN THE OFFICE OF THE COUNTY CLERKS OFFICE OF WILLACY OR HIDALGO COUNTY WITHIN ONE YEAR AFTER THIS DATE SHALL CAUSE THIS APPROVAL TO BECOME VOID.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20th DAY OF January , 2016

APPROVED BY: _____
PRESIDENT: DALE MURDEN

ATTEST BY: _____
SECRETARY: RICHARD RUPPERT

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF CHARLIE'S ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2016

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, REYNALDO ROBLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND WAS CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

2/02/16
REYNALDO ROBLES
REG. PROFESSIONAL LAND SURVEYOR • 4032
P.O. BOX 476
107 W. HUISACHE ST.
WESLACO, TEXAS. 78596
PH. 956-968-2422

STATE OF TEXAS REGISTERED REYNALDO ROBLES 4032 PROFESSIONAL LAND SURVEYOR

DATE OF PREPARATION: AUGUST 22, 2015

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
FIRM NO. F-9050
526 N. 5TH STREET
DONNA, TEXAS. 78537
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
I, CARLOS GONZALEZ, ALBERT AND YOLANDA GARCIA OWNER OF THE 17.49 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "CHARLIE'S ESTATES" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS:
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS:
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS: AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

Albert Garcia
OWNER: ALBERT GARCIA -LOT 1
ADDRESS: P.O. BOX 8
LYFORD, TEXAS. 78569

Yolanda Garcia
OWNER: YOLANDA GARCIA - LOT 1
ADDRESS: P.O. BOX 8
LYFORD, TEXAS. 78569

Carlos Gonzalez
OWNER: CARLOS GONZALEZ - LOTS 2 AND 3
ADDRESS: P.O. BOX 663
ELSA, TEXAS. 78543

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED CARLOS GONZALEZ, ALBERT AND YOLANDA GARCIA PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20th DAY OF November , 2015

LEONOR ARRATIA
Notary Public, State of Texas
My commission Expires
December 19, 2018

NOTARY PUBLIC, FOR THE STATE OF TEXAS

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS. WATER CODE § 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

_____ _____
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE CHARLIE'S ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2016.

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

SHEET 1 OF 2

INDEX TO SHEET OF CHARLIE'S ESTATES

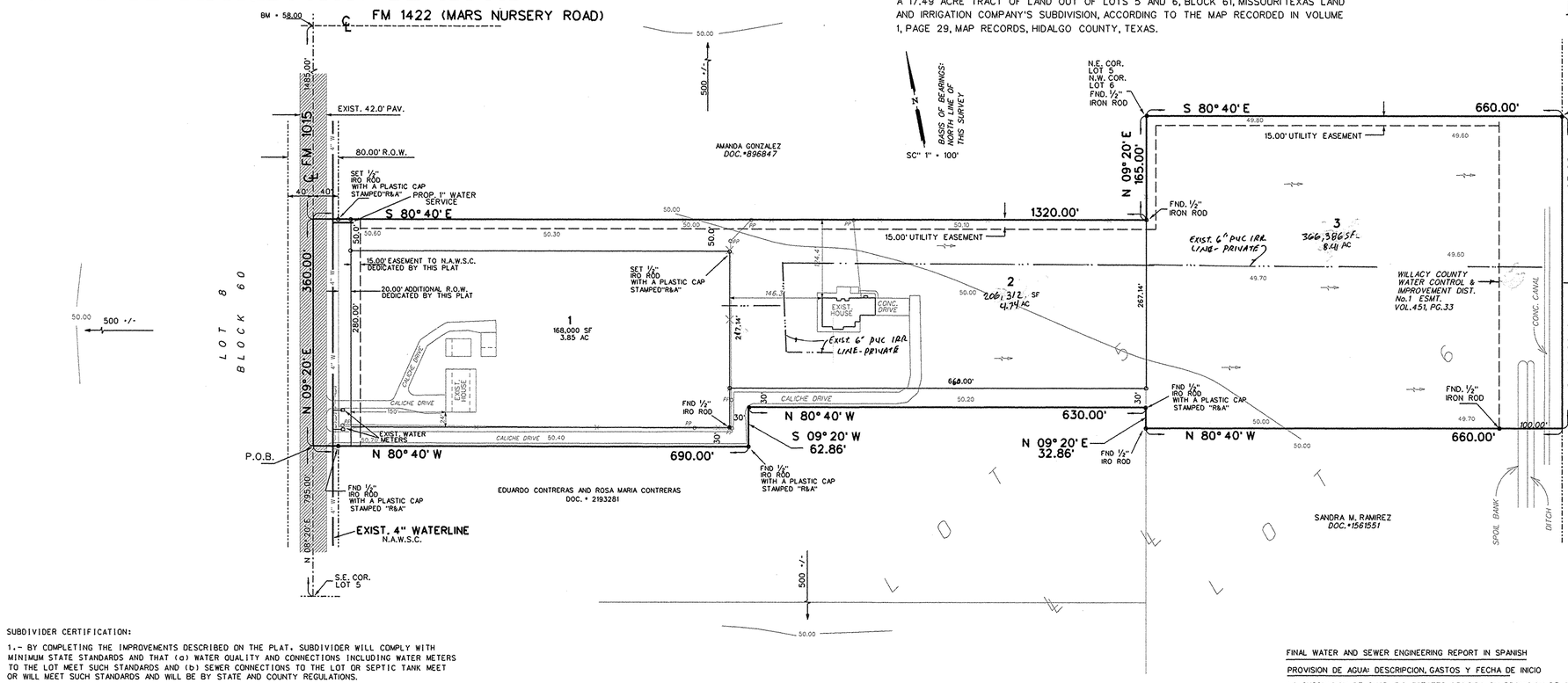
SHEET 1	HEADING: INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS): SURVEYOR'S AND ENGINEER'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION: COUNTY APPROVAL CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL: DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED: H.C.D.D. CERTIFICATION: DELTA LAKE IRRIGATION DISTRICT CERTIFICATE OF APPROVAL: REVISION NOTES:
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY. ENGINEERING REPORT (ENGLISH AND SPANISH VERSION). INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION): TYPICAL WATER SERVICE CONNECTION: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT: MAP OF TOPOGRAPHY AND DRAINAGE. AND ENGINEER'S CERTIFICATION: REVISION NOTES: CONSTRUCTION DETAILS

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA

CHARLIE'S ESTATES

A 17.49 ACRE TRACT OF LAND OUT OF LOTS 5 AND 6, BLOCK 61, MISSOURI TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE



DRAINAGE REPORT:

AUGUS. 2015
DRAINAGE REPORT:
BY: GUILLERMO A. ARRATIA, P.E.

CHARLIE'S ESTATES
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED ON TH EAST SIDE OF FM 1015, 1,485.00 FEET SOUTH OF FM 1422.

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN ZONE "X":
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0350 C.
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR DATED: MAY 17, 2001

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY RACOMBES SANDY CLAY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP D.

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY DEVELOPED, LOT 1 AND 2 HAVE AN EXISTING HOUSE. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATLEY 0.1%. EXISTING RUNOFF (9.39 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE EAST SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF THREE RESIDENTIAL LOTS. THE STORM SEWER RUNOFF AFTER DEVELOPMENT TO BE 11.3 CFS, I HAVE CALCULATED THAT 33,865 CF OF STORM SEWER FOR A 10-YEAR DESIGN FREQUENCY AND WILL BE DETAINED WITHIN THE PROPERTY BY A DRAINAGE EXISTING NATURAL LOW AREAS, AND OUTFALLING INTO THE RE-GRADED ROAD SIDE DITCH. DRAINAGE PLAN TO BE APPROVED BY THE COUNTY OF HIDALGO AT THE TIME OF ISSUANCE OF BUILDING PERMIT.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A

THE SUBJECT TRACT LIES IN ZONE "X":
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0350 C.
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR DATED: MAY 17, 2001
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001 11/20/15
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER

SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- WE, CARLOS GONZALEZ, ALBERT GARCIA AND YOLANDA GARCIA SUBDIVIDERS OF CHARLIE'S ESTATES HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPL WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER: ALBERT GARCIA-LOT 1
ADDRESS: P.O. BOX 8
LYFORD, TEXAS. 78569

OWNER: YOLANDA GARCIA-LOT 1
ADDRESS: P.O. BOX 8
LYFORD, TEXAS. 78569

OWNER: CARLOS GONZALEZ / LOTS 2 AND 3
ADDRESS: P.O. BOX 663
ELSA, TEXAS. 78543

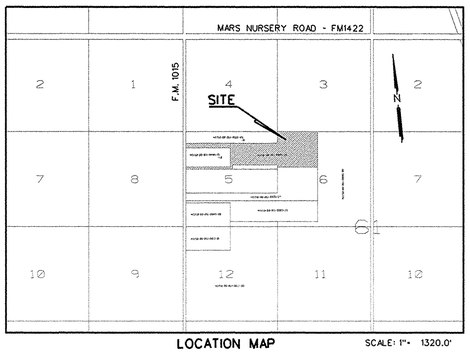
STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED CARLOS GONZALEZ, ALBERT AND YOLANDA GARCIA PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20th DAY OF NOVEMBER, 2015

LEONOR ARRATIA
Notary Public, State of Texas
My Commission Expires
December 19, 2018

NOTARY PUBLIC, FOR THE STATE OF TEXAS



LOCATION MAP SCALE: 1"= 1320.0'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

CHARLIE'S ESTATES IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED NORTHERLY HIDALGO COUNTY, ON THE EAST SIDE OF FM 1015, 1485.00 FEET SOUTH OF FM 1422. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDCOUCH (POPULATION OF 4,426 - 2010 CENSUS). CHARLIE'S ESTATES IS LOCATED 6 MILES NORTH FROM THE CITY LIMITS OF EDCOUCH.

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

CHARLIE'S ESTATES WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY (N.A.W.S.C.) THE SUBDIVIDER, AND N.A.W.S.C., HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C.. HAS AN EXISTING 4" DIAMETER WATERLINE RUNNING ALONG THE EAST RIGHT-OF-WAY OF FM 1015

WATER DISTRIBUTION FOR CHARLIE'S ESTATES CONSIST OF A PROPOSED 1- 1" DIAMETER WATER SERVICE FOR LOT 3 , SAID SERVICE TERMINATE AT THE WATER METER BOX, LOT 1 AND 2 HAVE AN EXISTING METER AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $650.00, IN ADDITION THE THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $2,175.00, WHICH COVERS THE COST FOR LOT 3 , AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOT IN THE SUBDIVISION TO N.A.W.S.C.. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C.. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER.

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C.. ,AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

LOTS 1 AND 2 HAVE AN EXISTING WATER METER

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROM CHARLIE'S ESTATES WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON THIS LOT. THE SITE EVALUATOR JOSE A GONZALEZ REG. # 12258, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST ½ ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE SOIL IS A TEXTURE CLASS IS SANDY LOAM BLOCKY EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL, WITH THE FILING OF THIS PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A (CASHIERS CHECK OR PERSONAL CHECK)REPRESENTING A "CASH DEPOSIT TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $ 1,500.00 WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDER WILLINCLUDE THE COST OF A SEPTIC TANK SYSTEM IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOTS IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITTING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMITTO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

LOTS 1 AND 2 HAVE AN EXISTING OSSF

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWEAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYETEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $2825.00

SEWAGE FACILITIES - SEPTIC SYSTEM IS ESTIMATED TO COST $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $1,500.00 FOR THE ENTIRE SUBDIVISION.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE
OWNER: CARLOS GONZALEZ	P.O. BOX 663	ELSA, TEXAS. 78543	956-246-8019
ENGINEER: GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537.	(956) 784-0218
SURVEYOR: REYNALDO ROBLES	107 W. HUISACHE ST	WESLACO, TEXAS. 78596	956-968-2422

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE CHARLIE'S ESTATES RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY. EL DUENO DE LA SUBDIVISION Y LA COMPANIA AGUA N.A.W.S.C., HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. N.A.W.S.C., HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE CHARLIE'S ESTATES CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 4 PULGADAS DE DIAMETRO QUE PASA POR EL LADO ESTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA FM 1015

DEL CONDUCTO DE AGUA DE 4 PULGADAS SE INSTALARA UN CONDUCTO DE 1 PULGADA DEDIAMETRO PARA EL LOTE 3 Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $650.00 PARA LOS LOTES 1 Y 2 YA EXISTEN UN MEDIDOR DE AGUA. EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A N.A.W.S.C., $2,175.00 POR LOTE QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDIDOR Y LOS GASTOS DE CONEXION. CUANDO EL DUENO DEL LOTE SOLICITE EL MEDIDOR DE AGUA, LA COMPANIA DE N.A.W.S.C.., LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION, EL INSTALARA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

LOTE 1 Y 2 YA TIENEN UN MEDIDOR DE AGUA EXISTENTE

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION.

SE INSTALARA UNA FOSA SEPTICA EN CADA LOTE . ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. JOSE A GONZALEZ REG. #12258 HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSA SEPTICAS (OSSF). EL REPORTE FUE APROVADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.

CADA LOTE EN LA SUBDIVISION MIDE MEDIO ACRE. SE HICIERON DOS EXCAVACIONES DE EVALUACION EN LOS LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME) EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON $ 1,500.00 DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSAS SEPTICAS HA SIDO INSTALADA EN EL PROCESO DE LA APROVACION FINAL.

EN CUALQUIER MOMENTO DESPUES QUE EL TERRENO SEA VENDIDO, EL COMPRADOR PUEDE INICIAR LA INSTALLACION DE UN SISTEMA SEPTICO ESCRIBIENDO O LLAMANDO AL DUENO DE LA SUBDIVISION Y ENTONCES ARCHIVANDO EN EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO UNA APLICACION PARA UN PERMISO DE CONSTRUIR PARA UN SISTEMA SEPTICO. LAS FOSAS SEPTICAS DEBEN DE ESTAR INSTALLADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACION DE LUZ Y AGUA.

EL LOTE 1 Y 2 YA TIENEN UN SYSTEMA SEPTICO EXISTENTE

CERTIFICATION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EL LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $2825.00
DENAJE: SE ESTIMA QUE LA FOSA SEPTICA COSTARA $ 1,500.00 PARA TODA LA SUBDIVISION

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED PROFESSIONAL ENGINEER

GUILLERMO A. ARRATIA, P.E. 11/20/15
LICENSED PROFESSIONAL ENGINEER • 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

COST ESTIMATE:

STREET PAVING:	$ 000.00
WATER SUPPLY SYSTEM	$ 2,825.00
SEPTIC TANK SYSTEM	$ 1,500.00
DRAINAGE	$ 000.00

DATE OF PREPARATION: AUGUST 24, 2015

SHEET 2 OF 2

INDEX TO SHEET OF CHARLIE'S ESTATES

SHEET 1	HEADING: INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS:
	PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS: LEGAL DESCRIPTION (METES AND BOUNDS): SURVEYOR'S AND ENGINEER'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION: COUNTY APPROVAL
	CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL: DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED: H.C.D.D. CERTIFICATION: DELTA LAKE IRRIGATION DISTRICT CERTIFICATE
	OF APPROVAL: REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION):
	TYPICAL WATER SERVICE CONNECTION: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION
	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT: MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S
	CERTIFICATION: REVISION NOTES: CONSTRUCTION DETAILS

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
FIRM NO. F-9050
526 N. 5TH STREET
DONNA, TEXAS. 78537
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
902 N. Doolittle Road
Edinburg, Texas 78542
Phone (956) 292-7080
Fax (956) 292-7089

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

From: T.J. ARREDONDO, CFM, DIRECTOR OF PLANNING

Date: FEBRUARY 16, 2016

Re: VISTA RIDGE ACRES PH. 5 SUBDIVISION- PCT. 1

ON DECEMBER 16, 2014, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT IN THE AMOUNT OF ONE HUNDRED TWENTY THREE THOUSAND EIGHTY TWO DOLLARS AND SIXTY THREE CENTS ($123,082.63) WAS USED TO SECURE THE FUNDS FOR ROAD PAVING AND OTHER IMPROVEMENTS.

THE DEVELOPER IS REQUESTING A PARTIAL REIMBURSEMENT FOR THE NORENE DRIVE ESCROW IN THE AMOUNT OF EIGHTY FOUR THOUSAND SIX HUNDRED SIXTY THREE DOLLARS AND FORTY SEVEN CENTS ($84,663.47) FROM THE CASH DEPOSIT. ATTACHED IS AN ONSITE INSPECTION REPORT FROM OUR DEPARTMENT DOCUMENTING THAT ROAD PAVING AND OTHER IMPROVEMENTS HAVE BEEN COMPLETED.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR PARTIAL REIMBURSEMENT OF THE REMAINING CASH DEPOSIT IN THE AMOUNT OF EIGHTY FOUR THOUSAND SIX HUNDRED SIXTY THREE DOLLARS AND FORTY SEVEN CENTS ($84,663.47) FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$123,082.63
1ST REIMBURSEMENT (NORENE DRIVE ESCROW)	$ 84,663.47
BALANCE REMAINING	$ 38,419.16

*** * * END OF MEMORANDUM * * ***

HIDALGO COUNTY PLANNING DEPARTMENT

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	

○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	

○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	123,082.63
Septic Tank -	
Other	
TOTAL	123,082.63

Date July 8 20 14

Received of: J & DMC Properties, LLC $ 123,082.63

One hundred twenty-three thousand eighty-two and 63/100 Dollars

Subdivision: Vista Ridge Acres Ph. 5 (Crane Dr. + Multi S/Eq)

Cash _____ Check # 1014 M.O. # _____

Received by: [signature]

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 70337 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

TXDCH14344449

J&DMC PROPERTIES, LLC
2614 W FREDDY GONZALEZ DR
EDINBURG, TX 78539
PH. 956-318-0956 956-381-6480

FIRST COMMUNITY BANK
1151 W. HIGHWAY 77
SAN BENITO, TX 78586

1014
88-828/1149
09

6/27/2014

PAY TO THE ORDER OF Hidalgo County $**123,082.63

One Hundred Twenty-Three Thousand Eighty-Two and 63/100********** DOLLARS

Hidalgo County

MEMO Vista Ridge Acres Ph 5- Paving Escrow

[signature] AUTHORIZED SIGNATURE

⑈001014⑈ ⑆114908289⑆ ⑈0000072524⑈

T.J. Arredondo, CFM
Director of Planning

PLANNING DEPARTMENT
COUNTY OF HIDALGO
1304 South 25th Street
Edinburg, Texas 78539
Tel. (956) 318-2840 • Fax. (956) 318-2844
www.co.hidalgo.tx.us

Vista Ridge Acres Phase 5 SUBDIVISION
(2/3 escrow for Noren Drive reimbursement)
ONSITE INSPECTION

WATER FACILITIES: N/A

OSSF / SANITARY SEWER: N/A

DRAINAGE: N/A

NOREN DRIVE PAVING:

- [x] **Street stop sign and street names for Noren Drive and Mile 20 North Road have been installed.**
- [x] **Street construction has been complete and in accordance with county specifications**

You may contact me at (956)318-2840 with any questions regarding thisreport.

Respectfully,
Hidalgo County Planning Department

Guillermo A. Rodriguez

Date 02-016-2016

Guillermo A. Rodriguez
Operations Field Inspector

Hidalgo County Planning Department

T.J. Arredondo, CFM
Director of Planning

Main Office
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Engineering Projects Office
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1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Road
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

From: T.J. ARREDONDO, DIRECTOR OF PLANNING

Date: FEBRUARY 17, 2016

Re: REIMBURSEMENT OF SEPTICTANK ESCROW
ARIA RANCHES SUBDIVISION – PCT. 4

ON JUNE 30, 2014, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT IN THE AMOUNT OF FIFTY FIVE THOUSAND FIVE HUNDRED DOLLARS ($55,500.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF THIRTY SEVEN (37) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A 2ND REIMBURSEMENT IN THE AMOUNT OF THIRTY THREE THOUSAND DOLLARS ($33,000.00) FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF TWENTY TWO (22) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT TWENTY FIVE (25) OUT OF THIRTY SEVEN (37) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR THE 2ND REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF THIRTY THREE THOUSAND DOLLARS ($33,000.00) FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$55,500.00
1ST REIMBURSEMENT	$ 4,500.00
2ND REIMBURSEMENT	$ 33,000.00
BALANCE REMAINING	$ 18,000.00

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date June 6 20 14

Received of: GR Inversiones, LLC. $ 55,500.00

Fifty-five thousand five hundred 00/100 Dollars

Subdivision: Aria Ranches

Cash _____ Check # 20161 M.O. # _____

Received by: Yolanda Castillo

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank - 371615	55,500.00
Other	
TOTAL	55,500.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 70141 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.

GR Inversiones LLC
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539
956-383-6295

TXDL# 14344449
(956) 381-6470

Frost National Bank
McAllen, Texas
30-9/1140

20161

5/30/2014

PAY TO THE ORDER OF HIDALGO COUNTY $ **55,500.00

Fifty-Five Thousand Five Hundred and 00/100********** DOLLARS

HIDALGO COUNTY

MEMO ARIA RANCHES - SEPTIC TANK ESCROW

AUTHORIZED SIGNATURE

⑈020161⑈ ⑆114000093⑆ 800355976⑈

HEALTH DEPARTMENT
COUNTY OF HIDALGO

FEBRUARY 17, 2016

Hidalgo County Planning Department
Mr. T.J. Arredondo
1304 S. 25th St.
Edinburg, TX 78539

RE: ARIA RANCHES SUBDIVISION

Dear Mr. Arredondo:

According to our records, 25 of **37** lots in **ARIA RANCHES SUBDIVISION** have a septic tank system installed and can be expected to function properly, **ARIA RANCHES SUBDIVISION** is located on Canton Rd. and Alamo Rd in Edinburg Tx.

Sincerely,

Ruben Hernandez
Environmental Health
Health Inspector II

AI-53493 Precinct #3 15. A.

CC - REGULAR

Meeting Date: 02/23/2016

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval of closing documents for the purchase of real property in the amount of $970,000.00 from Tress Enterprises, Inc. and authorize County Judge to execute same for LOS EJIDOS DE REYNOSA AN IRR TR W1268.06' LOT 377 75.0 AC NET.

BACKGROUND

Appraised value - $833,292.00

Offer - $833,292.00

Counter offer - $970,000.00

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1347-431-00-123-117-0-710

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

BUDGETARY IMPACT:

Funds available as of 2/19/16 (AI-53370 approved on 2/16/16)

Attachments

Settlement Statement

hb1295

ciq

email

app rpt

counter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/19/2016 03:31 PM
Final Approval	Monica Badillo	02/19/2016 04:54 PM

Form Started By: Merlen P. Munoz Started On: 02/19/2016 02:34 PM
Final Approval Date: 02/19/2016

OMB Approval No. 2502-0265

A. Settlement Statement (HUD-1)

B. Type of Loan			
1. ☐ FHA 2. ☐ RHS 3. ☒ Conv. Unins. 4. ☐ VA 5. ☐ Conv. Ins.	6. File Number: 0003161613	7. Loan Number:	8. Mortgage Insurance Case Number:

C. Note: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.* (0003161613/46)

D. Name and Address of Borrower:	E. Name and Address of Seller:	F. Name and Address of Lender:
Hidalgo County, Texas P.O. Box 1356, Edinburg, TX 78540	Tress Enterprises, Inc. 3600 N. 23rd St., Suite 100, McAllen, TX 78501	

G. Property Location:	H. Settlement Agent: Sierra Title of Hidalgo County, Inc. (956)682-8321 3401 N. 10th St. McAllen, TX 78501 Place of Settlement: 3401 N. 10th St. McAllen, TX 78501	I. Settlement Date: January 27, 2016 Disbursement Date: January 27, 2016
Not Known Hidalgo County, Lot(s): 377 Los Ejidos De Reynosa		

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**	
101. Contract sales price	970,000.00	401. Contract sales price	970,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	7,417.13	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City/Town taxes		406. City/Town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from Borrower	977,417.13	**420. Gross amount due to Seller**	970,000.00
200. Amounts Paid by or in Behalf of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	34,627.23
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan To:	
205.		505. Payoff of second mortgage loan To:	
206.		506.	
207.		507.	
208. Seller Paid Buyer Closing Costs		508. Seller Paid Buyer Closing Costs	
209. Seller Paid Owner's Policy		509. Seller Paid Owner's Policy	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City/Town taxes 01/01/16 to 01/27/16	28.00	510. City/Town taxes 01/01/16 to 01/27/16	28.00
211. County taxes 01/01/16 to 01/27/16	50.86	511. County taxes 01/01/16 to 01/27/16	50.86
212. Assessments		512. Assessments	
213. School Taxes 01/01/16-01/27/16	72.53	513. School Taxes 01/01/16-01/27/16	72.53
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for Borrower	151.39	**520. Total reduction amount due Seller**	34,778.62
300. Cash at Settlement from/to Borrower		**600. Cash at Settlement from/to Seller**	
301. Gross amount due from Borrower (Line 120)	977,417.13	601. Gross amount due to Seller (Line 420)	970,000.00
302. Less amount paid by/for Borrower (Line 220)	(151.39)	602. Less reductions due Seller (Line 520)	(34,778.62)
303. CASH FROM BORROWER	977,265.74	**603. CASH TO SELLER**	935,221.38

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges			
700. Total Real Estate Broker Fees $0.00		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows:			
701. to			
702. to			
703. Commission paid at settlement			
704.			
800. Items Payable in Connection with Loan			
801. Our origination charge	(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen	(from GFE #2)		
803. Your adjusted origination charges	(from GFE #A)		
804. Appraisal fee	(from GFE #3)		
805. Credit report	(from GFE #3)		
806. Tax service	(from GFE #3)		
807. Flood certification	(from GFE #3)		
808.			
900. Items Required by Lender to be Paid in Advance			
901. Interest from 01/27/16 to 02/01/16 to @ $ /day (5 days @ %)	(from GFE#10)		
902. Mortgage insurance premium for month to	(from GFE #3)		
903. Homeowner's insurance for year to	(from GFE #11)		
904. for year to			
1000. Reserves Deposited with Lender			
1001. Initial deposit for your escrow account	(from GFE #9)		
1002. Homeowner's insurance Months @ $ per Month			
1003. Mortgage insurance Months @ $ per Month			
1004. Property taxes Months @ $ per Month			
1005. School Taxes Months @ $ per Month			
1006. Irrigation Taxes Months @ $ per Month			
1007. Months @ $ per Month			
1008. Aggregate adjustment			
1100. Title Charges			
1101. Title services and lender's title insurance to Sierra Title of Hidalgc	(from GFE #4)	545.00	
1102. Settlement or closing fee to Sierra Title of Hidalgo County, Inc. $500.00			0.00
1103. Owner's title insurance to Sierra Title of Hidalgo County, Inc.	(from GFE #5)	5,695.00	
1104. Lender's title insurance			
1105. Lender's title policy limit			
1106. Owner's title policy limit $970,000.00			
1107. Agent's portion of the total title insurance premium to Sierra Title of Hidalgo Cour $4,840.75			
1108. Underwriter's portion of the total title insurance premium to Fidelity National Title $854.25			
1109.			
1110. Tax Service to Tax Service of Hidalgo County		54.13	
1111. Attorney Review Fee to King Law Firm $45.00			
1200. Government Recording and Transfer Charges			
1201. Government recording charges to Sierra Title of Hidalgo County, Inc.	(from GFE #7)	123.00	
1202. Deed $ 75.50; Mortgage $; Releases $ 47.50			
1203. Transfer taxes	(from GFE #8)		
1204. City/County tax/stamps Deed $; Mortgage $			
1205. State tax/stamps Deed $; Mortgage $			
1206. E Filing Fee			
1300. Additional Settlement Charges			
1301. Required services that you can shop for	(from GFE #6)		
1302.			
1303. 2015 County/City/School Taxes to Hidalgo County Tax Office			2,052.23
1304. Attorney Fees to Montalvo Law			32,575.00
1305. Inspection Fee to Sierra Title of Hidalgo County, Inc.		1,000.00	
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		7,417.13	34,627.23

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges

Charges That Cannot Increase	HUD-1 Line Number	Good Faith Estimate	HUD-1
Our origination charge	# 801		
Your credit or charge (points) for the specific interest rate chosen	# 802		
Your adjusted origination charges	# 803		
Transfer taxes	# 1203		
Charges That In Total Cannot Increase More Than 10%		**Good Faith Estimate**	**HUD-1**
Government recording charges	# 1201	123.00	123.00
	#		
	#		
	Total	**123.00**	**123.00**
	Increase between GFE and HUD-1 Charges	**$ 0.00 or**	**0.00 %**
Charges That Can Change		**Good Faith Estimate**	**HUD-1**
Initial deposit for your escrow account	# 1001		
Daily interest charges	# 901 $ /day		
Homeowner's Insurance	# 903		

Loan Terms

Your initial loan amount is	$
Your loan term is	**30.00** years
Your initial interest rate is	%
Your initial monthly amount owed for principal, interest and any mortgage insurance is	$ **N/A** Includes ☒ Principal ☒ Interest ☐ Mortgage Insurance
Can your interest rate rise?	☒ No ☐ Yes, it can rise to a maximum of %. The first change will be and can change again every after . Every change date, your interest rate can increase or decrease by %. Over the life of the loan, your interest rate is guaranteed to never be lower than % or higher than %
Even if you make payments on time, can your loan balance rise?	☒ No ☐ Yes, it can rise to a maximum of $.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	☒ No ☐ Yes, the first increase can be on and the monthly amount owed can rise to $. The maximum it can ever rise to is $.
Does your loan have a prepayment penalty?	☒ No ☐ Yes, your maximum prepayment penalty is $.
Does your loan have a balloon payment?	☒ No ☐ Yes, you have a balloon payment of $ due in years on .
Total monthly amount owed including escrow account payments	☒ You do not have a monthly escrow payment for items, such as property taxes and homeowners insurance. You must pay these items directly yourself. ☐ You have an additional monthly escrow payment of $ that results in a total initial monthly amount owed of $. This includes principal, interest, any mortgage insurance and any items checked below: ☐ Property taxes ☐ Homeowner's Insurance ☐ Flood Insurance

HUD-1, Attachment

Borrower: Hidalgo County, Texas
P.O. Box 1356
Edinburg, TX 78540

Seller: Tress Enterprises, Inc.
3600 N. 23rd St., Suite 100
McAllen, TX 78501

Lender:

Settlement Agent: Sierra Title of Hidalgo County, Inc.
(956)682-8321
Place of Settlement: 3401 N. 10th St.

McAllen, TX 78501
Settlement Date: January 27, 2016
Disbursement Date: January 27, 2016
Property Location: Not Known
Hidalgo County, Lot(s): 377 Los Ejidos De Reynosa

Title Services and Lender's Title Insurance

Payee/Description		Disclosure	Borrower	Seller
Sierra Title of Hidalgo County, Inc.	(from GFE #4)	500.00		
Settlement or closing fee				
King Law Firm		45.00		
Attorney Review Fee				
Total Title Services and Lender's Title Insurance		**545.00**		

Hidalgo County, Texas

BY:_____
Ramon Garcia
County Judge

Tress Enterprises, Inc.

BY:_____
Pedro Tress, President

Sierra Title of Hidalgo County, Inc.
Settlement Agent

www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm



New Form 1295 Certificate of Interested Parties Electronic Filing Application!



For More Information & 1295 Form

For Answers to Frequently Asked Questions

For Helpful Videos

Implementation of HB 1295
Frequently Asked Questions (FAQ)

Instructional Videos for Business Entities:
- *Logging In the First Time - Business User*
- *How To Create a Certificate*

Instructional Videos for Governmental Entities and State Agencies:
- *Logging In the First Time - Government User*
- *How To Acknowledge a Certificate*

Acceptable computers to use for filing include:
- Personal computer or laptop
- Mac desktop computer or MacBook
- Tablet

Your web browser must be at a minimum browser level:
- Chrome 4
- Firefox 15
- Internet Explorer 9
- Opera 12.1
- Safari 4

Last Revision: December 22, 2015

This Information is made available from the Texas Ethics Commission: https://www.ethics.state.tx.us

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ABC COMPANY, Edinburg, TX U.S.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Hidalgo

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

RFB 2016-12345-JANITORIAL SUPPLIES

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
John Doe	Edinburg, TX -US	X	

SAMPLE ONLY

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

By January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016.

Chapter 46. DISCLOSURE OF INTERESTED PARTIES

§46.3. Definitions

(a) “Contract” includes an amended, extended, or renewed contract.

(b)“Business entity” includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

(c)“Controlling interest” means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

(d)“Interested party” means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

(e)“Intermediary,” for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person’s participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

§46.5. Disclosure of Interested Parties Form

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

(1) The name of the business entity filing the form and the city, state, and country of the business entity’s place of business;

(2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;

(3) The name of each interested party and the city, state, and country of the place of business of each interested party;

(4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the goods or services used by the governmental entity or state agency provided under the contract; and

(5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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

Fwd: Tres Enterprise Inc - Forms

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Sat, Feb 20, 2016 09:03 AM

Subject : Fwd: Tres Enterprise Inc - Forms 2 attachments

To : Victor Gallardo <victor.gallardo@co.hidalgo.tx.us>

Cc : valde guerra <valde.guerra@co.hidalgo.tx.us>, Merlen Muñoz <merlen.munoz@co.hidalgo.tx.us>, Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Mr. Gallardo:
Here is what we've provided L&G in connection with the agenda item on next Tuesday's CC meeting. It our understanding that Auditor has asked that the item be placed again. One reason we have been provided is that the property is being purchased over the FMV and clarification is being requested. Ms. Fong did contact me and discussed the transaction's necessity for compliance under HB1295 or HB23 and the Modified CIQ. It does appear that the transaction would require compliance. In order for the seller/vendor to file their HB1295, a project number would be required. Once the transaction takes place and we understand whether the property owner is HC, we will issue an Asset # which can be used as the project number. Let me know if I am incorrect with any of these facts.
Yours truly,
Marty S.

From: "Agueda Garcia" <agueda.garcia@co.hidalgo.tx.us>
To: fherrera@lgengineers.com
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, February 19, 2016 4:54:50 PM
Subject: Tres Enterprise Inc - Forms

Fred,

Attached are the forms (and instructions) that Tres Enterprise Inc. will need to prepare and submit. Once the form for HB1295 is submitted to the Texas Ethics Commission, it will need to be forwarded to the Purchasing Deparment so that we can verify.

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

Have a great weekend.

Agueda "Aggie" Garcia
Fixed Asset Manager
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, TX 78539

(956)318-2626 Ext 4873

Revised CIQ as of 01-14-16.pdf
25 KB

HB1295_Info-Packet_Revised.pdf
795 KB

Form ROW-A-6
(Rev. 11/11)

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Interior Tract, South of Expressway 83, East of Business 83, Penitas, Texas.
District: 21

Property Owner: Tress Enterprises, Inc.
ROW CSJ: N/A

Address of Property Owner: 2013 VW CT, McAllen, Texas 78504
Parcel: N/A

Occupant's Name: Vacant
Federal Project No: N/A

Whole: ☐ Partial: ☒ Acquisition
Highway: South Basin Detention Project
County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $833,292 as of April 15, 2015, based upon my independent appraisal and the exercise of my professional judgment; on April 15, 2015, (date)(s), I personally inspected in the field the property herein appraised; I afforded Tress Enterprises, Inc., the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on April 25, 2015, I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the County of Hidalgo Drainage District, Texas Department of Transportation or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $0.00.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

May 1, 2015
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

Harvey L. Heerssen — 5-3-15
District Reviewing Appraiser — Date

* A 6 *

CERTIFICATE OF APPRAISAL

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Sales Comparison Approach As Vacant. This is further explained within each section of the appraisal report.

CLIENT & INTENDED USER

The client for this report is identified as the Hidalgo County Drainage District No. 1 under the direction Raul Sesin, Director located at 902 Doolittle Road, Edinburg, Texas. The intended use of the report is to assist L&G Engineering and their associated right of way agents in the future negotiations to acquire a portion of said property in the name of the County of Hidalgo. This report is not intended for any other use, unless specified by the client. The client has specified that the report shall be an appraisal report, which is to conform to the ROW A-6 Form Rev. 11/2011. The intended user of the report is defined as the Texas Department of Transportation and may include other governmental entities that may be participating in the project.

SCOPE OF THE ASSIGNMENT

By contract and written authorization to proceed, the Hidalgo County Drainage District No. 1, requested that Leonel Garza Jr. & Associates LLC prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by ROW Surveying Services LLC. The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope requires the appraiser to make the extraordinary assumption that the subject property is free from contamination, which could affect the overall market value of the subject property as a whole and the part to be acquired. The property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and/or owner(s)' representative (as requested in writing). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along an existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and reliability in determining the estimated market value of the subject property. The sales have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources, which included the Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings surrounding the project and the surrounding market area were also reviewed in order to determine the current market asking prices for properties along the project. The appraisal report shall indicate the current market value of the subject property as of the date of on-site and/or off-site inspection without project influence, as required by the scope of the assignment. The inspection is limited by the permission granted by the subject property owner as of the date of report. In the event an on-site inspection was not permitted, the appraiser shall continue the inspection off-site along any existing road right-of-way(s). The property owner shall always reserve the right to have a re-inspection of the subject parcel at a later date, if requested in writing.

PURPOSE OF THE APPRAISAL

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property as a whole in order to determine the value of the proposed right-of-way to be acquired in the name of the Hidalgo County. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and/or ground leases), or operating agreements and project influence (if any exist). This appraisal report shall be utilized for future negotiation by L&G Engineering selected by the Hidalgo County Drainage District No. 1. The use of the report is limited to these negotiations and may be utilized for future condemnation proceedings under the right of eminent domain by the client. These proceedings are for the development of the "South Basin Detention Project" which is a drainage project for the Penitas area.

PROPERTY RIGHTS APPRAISED

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." As per scope of the assignment, this is the manor of which the subject property shall be appraised for purposes of this report. If there are any questions or concerns as to this definition of fee simple estate, please feel free to contact Leonel Garza III at (956) 687-7295 or leonel3@garza-associates.com for further explanation.

ACCESSIBILITY

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition, the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offered the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. A copy of the certified letter is located within the addenda of this report. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in their presence with appraiser, Leonel Garza III.

LEGAL DESCRIPTION

Being a 75.03 acre tract of land out of a Portion of the Tract 377, Los Ejidos de Reynosa Viejo Grant, Hidalgo County, Texas, Recorded in Volume 7, Page 5-8, of the Map Records, Hidalgo County Texas, Conveyed by Assumption Warranty Deed, Dated October 5, 2005, To Tress Enterprises as Described in Document No. 1440286.

REMAINDER BEFORE & AFTER

Since the subject is a whole acquisition, no remainder shall exist.

PROPERTY TAX DATA

During the analysis of the subject property, the real property tax information was gathered from the Hidalgo County Appraisal District. The district office is located at 4405 S. Professional Drive in Edinburg, Texas. The following information was verified as per the date of this report thru the districts web site www.hidalgoad.org, which is updated regularly. According to the Hidalgo County Tax Office located at 2804 S. US Highway 281, Edinburg, Texas (956) 318-2157, www.co.hidalgo.tx.us, the subject property does appear to be current with property tax payments. It is noted that the Hidalgo County Appraisal District is currently reviewing and re-assessing property values for Year 2015 as of the date of this report. As such the indicated assessed value may be subject to change as per date of this appraiser due to either, a protest filed on the account and or a change indicated by the appraisal district. Further verification of the tax information is required as no HCAD ID located at this property is listed under the fee simple owner indicated to be Missouri Railroad.

HIDALGO COUNTY APPRAISAL DISTRICT				
TAX IDENTIFICATION No.		689895	APPRAISAL DISTRICT	0.000000
OWNER OF RECORD		Tress Enterprises Inc	CITY OF PENITAS	0.434500
LAND AREA		75.00 Acres	DRAINAGE DISTRICT #1	0.095700
LAND ASSESSEMENT	$	75,000	HIDALGO COUNTY	0.590000
IMPROVEMENT ASSESSMENT	$	-	COUNT-TRANSPORTATION REINVESTMENT ZONE # 2	0.000000
TOTAL ASSESSED VALUE	$	75,000	SOUTH TEXAS COMMUNITY COLLEGE	0.150000
HCAD LAND UNIT RATE	$	1,000 / Acre	ROAD DISTRICT 01	0.000000
			LA JOYA INDEPENDENT SCHOOL DISTRICT	1.311000
			SOUTH TEXAS SCHOOL	0.049200
			TAX RATE	2.630400

GENERAL SITE ASSESSMENT

This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if any environmental concerns exist. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence its marketability and or value. The extraordinary assumption is that neither adverse easements nor encroachments are located within the subject property which would affect the value of the whole. The subject property was observed to be generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography or drainage of the subject property.

UTILITY SERVICES

The subject property is located in a region which contains potable water, water wells, gas wells and or pipelines, electricity, and phone service, which is typical of the market area. Sewer service is limited and is available for those tracts located within the City limits of Penitas, Texas. This was verified with the Agua Special Utility District.

PERSONAL PROPERTY

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed acquisition. Any and all personal property and or realty located within existing road right of way shall be deemed non-compensable as per scope. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

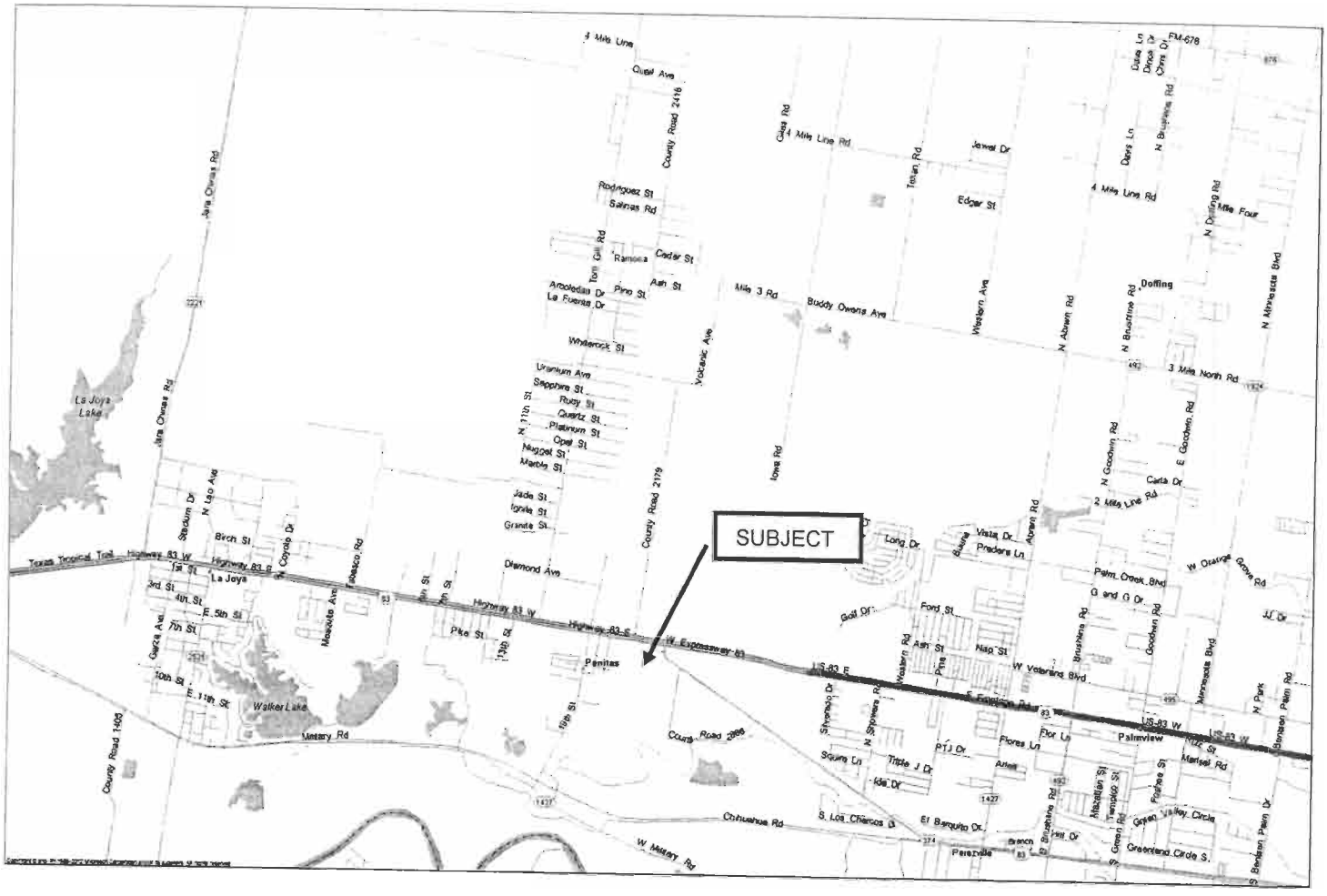
LISTING STATUS

Based on the off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

EXPOSURE TIME

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) to eighteen (18) months exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

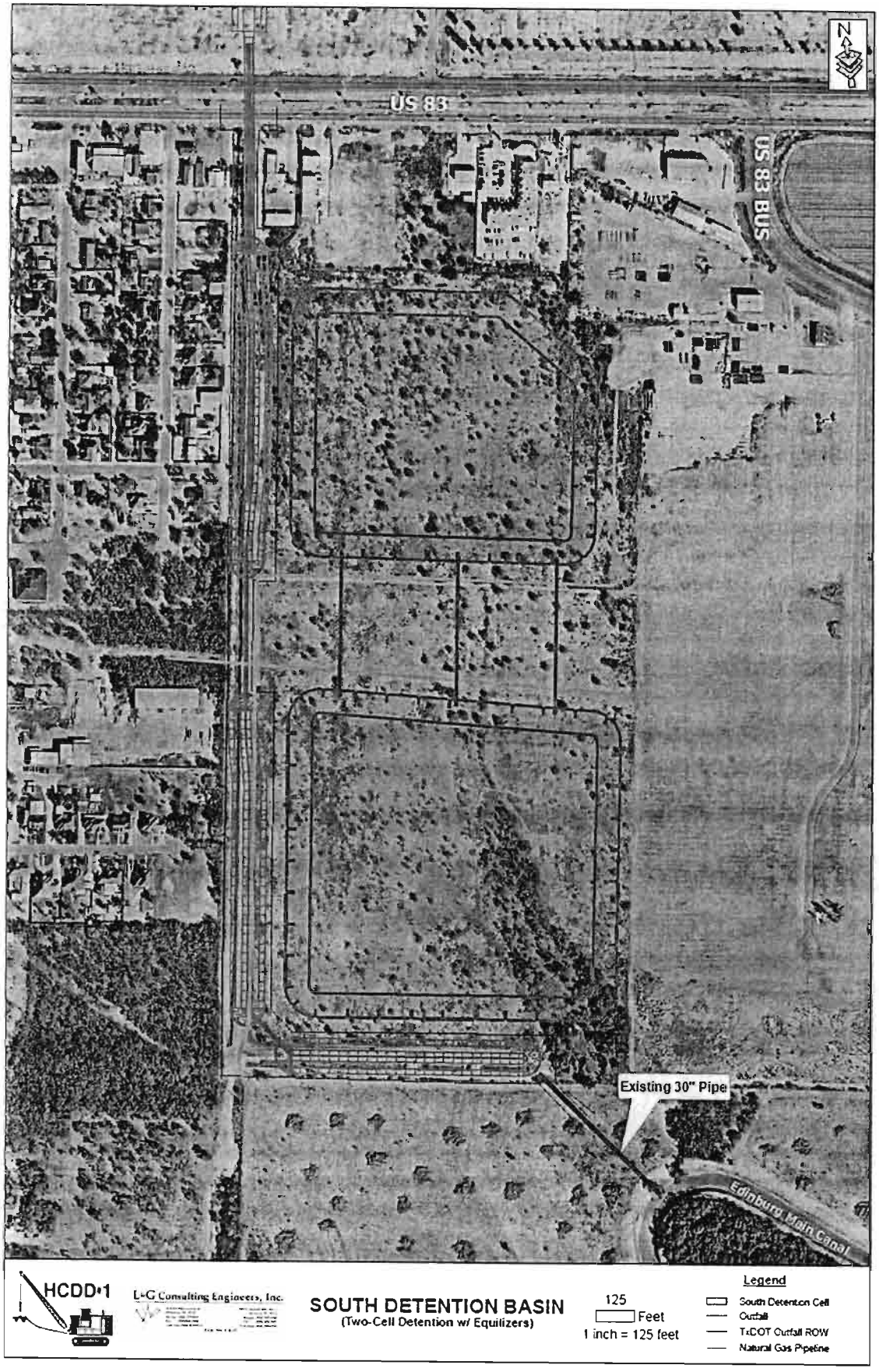
LOCATION MAP


SUBJECT
La Joya Lake
Walker Lake
Texas Tropical Trail
Highway 83 W
Highway 83 E
W Expressway 83
Military Rd
Chihuahua Rd
W Military Rd
Buddy Owens Ave
Mile 3 Rd
2 Mile Line Rd
3 Mile North Rd
4 Mile Line Rd
Dolling
Penitas
La Joya
Palmview
W Veterans Blvd
E Expressway 83
US-83 E
US-83 W
Ford St
Ash St
Nap St
Palm Creek Blvd
W Orange Grove Rd
Golf Dr
Diamond Ave
Pike St
Birch St
Jade St
Granite St
Whiterock St
Ramona
Cedar St
Pino St
Rodriguez St
Salinas Rd
Edgar St
Jewel Dr
Vista Dr
Prados Ln
Long Dr
Carla Dr
Flores Ln
Ida Dr
Triple J Dr
Square Ln
Palmer St
Greenleaf Circle S.
Green Valley Circle
El Barquito Dr
S. Los Charcos Dr
Peredville
Jara Chivas Rd
County Road 2416
County Road 2179
County Road 1405
Volcanic Ave
Iowa Rd
Western Rd
Western Ave
N Abram Rd
N Brushline Rd
N Minnesota Blvd
N Doffing Rd
Mile Four
E Goodwin Rd
N Goodwin Rd
Goodwin Rd
Brushline Rd
Minnesota Blvd
N Park
Bentsen Palm Rd
Bentsen Palm Dr
Merisel Rd
Stadium Dr
N Lago Ave
Coyote Dr
Mockingbird Ave
Garcia Ave
7th St
10th St
E 11th St
E 5th St
4th St
3rd St
1st St
13th St
15th St
17th St
Shipping Dr
N Shipping Rd
Flores Ln
PTJ Dr
Triple J Dr
Ida Dr
Square Ln
Palmer St
Mistletoe St
Tamarack St
Green Rd
Pipeline Rd
Dr Brushline Rd
Bench Dr
Vest Dr
Dukes Ln
Dukes Dr
Chris Dr
FM-676
N Brushline Rd
Days Ln
Tolan Rd
Gale Rd
Quail Ave
4 Mile Line
Jara Chivas Rd
Rodriguez St
Salinas Rd
Ramona
Cedar St
Pino St
Ash St
Arcoiedas Dr
La Fuentes Dr
Whiterock St
Uranium Ave
Sapphire St
Ruby St
Quartz St
Platinum St
Opal St
Nugget St
Marble St
Jade St
Agate St
Granite St
Diamond Ave
Birch St
Stadium Dr
N Lago Ave
Coyote Dr
Mockingbird Ave
Garcia Ave
7th St
10th St
E 11th St
E 5th St
4th St
3rd St
1st St
13th St
15th St
17th St
Pike St
Penitas
Military Rd
County Road 1405
County Road 2179
County Road 2416
Volcanic Ave
Iowa Rd
Western Rd
Western Ave
N Abram Rd
N Brushline Rd
N Minnesota Blvd
N Doffing Rd
Mile Four
E Goodwin Rd
N Goodwin Rd
Goodwin Rd
Brushline Rd
Minnesota Blvd
N Park
Bentsen Palm Rd
Bentsen Palm Dr
Merisel Rd
Buddy Owens Ave
Mile 3 Rd
2 Mile Line Rd
3 Mile North Rd
4 Mile Line Rd
Dolling
Carla Dr
Vista Dr
Prados Ln
Long Dr
Palm Creek Blvd
W Orange Grove Rd
G and G Dr
Golf Dr
Ford St
Ash St
Nap St
W Veterans Blvd
E Expressway 83
US-83 E
US-83 W
Palmview
La Joya
Penitas
Texas Tropical Trail
Highway 83 W
Highway 83 E
W Expressway 83
Military Rd
Chihuahua Rd
W Military Rd
La Joya Lake
Walker Lake

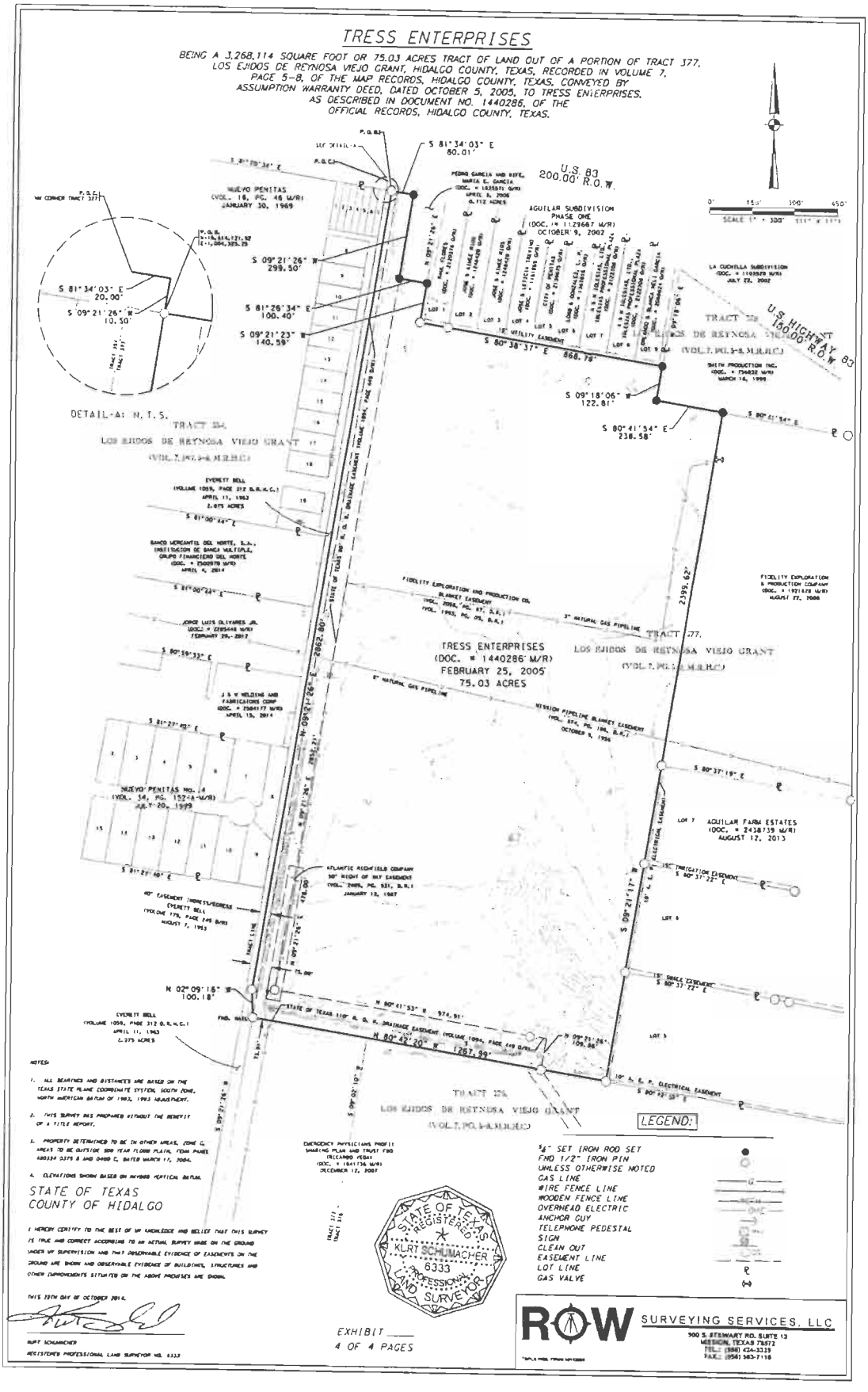
AERIAL OF PROPOSED ACQUISITION AREA (SHADED)



PROPOSED SOUTH DETENTION BASIN PROJECT



SURVEY OF SUBJECT (Page 1 of 1)



PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: N/A

Local Address: 0.08 Mile South of US Expressway 83, 0.08 Mile West of Business 83, Penitas, Texas

Date Taken: April 15, 2015

Taken By: Leonel Garza III

Point which taken: Photo 1: Drainage Easement
Point which taken: Photo 2: Drainage Easement

Looking: Photo 1: Eastern View
Looking: Photo 2: Southeastern View



Photo 1
General view of the subject property along the western boundary of the existing State drainage easement.



Photo 2
View of the proposed acquisition area along the western boundary of the subject property.

Point which taken: Photo 3: Canal ROW
Point which taken: Photo 4: Canal ROW

Looking: Photo 3: Northern View
Looking: Photo 4: Southern View



Photo 3
View of the drainage easement along the western property boundary. The subject property is on the right side in this photo.



Photo 4
View of the drainage easement along the western property boundary. The subject property is on the left side in this photo.

DESCRIPTION OF PROPERTY

The subject property located south of US Expressway / Interstate 2 roadway in the City of Penitas just east of Business 83. The property is a 75.03 acre tract of land that is currently vacant and not being used for any particular agricultural use as per date of this report. The site does not have fee simple legal access to the subject property an may be landlocked. It has been indicated that the City of Penitas was to allow access to the subject property upon development. However, no confirmation of this proposed assess is confirmed with the City as per date of this report. Municipal utilities are available and/or are in the immediate vicinity to the site, including potable water and sanitary sewer service (limited). Extension of these services is available to the developer upon subdivision. The subject's overall topography is questioned as the subject elevation toward the southern portion of the property is below the base flood elevation area and is indicated to retain water during severe storms. In addition, the subject is encumbered with several easements which do affect the overall market value. These include a drainage easement along the western property boundary, owned by the State of Texas and maintained by the Texas Department of Transportation. Other easements include active natural gas pipelines on the property. These lines are Natural gas pipelines (3"/6") are owned and operated by Hilcorp Energy Company as of October 1, 2014. Previous operator of said pipeline was Fidelity Exploration and Production Company. Pipeline runs from South to North paralleling drainage easement along the western property boundary and heads east before heading north again and across US Business 83 and US Highway 83. These encumbered areas of acquisition shall be valued at 50% of the indicated market value as the easement holders (State of Texas and Hilcorp Energy) shall still maintain their interest after the acquisition by the County of Hidalgo. As per date of the report the property does not appear to be listed for sale as per research conducted with the local Multiple Listing Service.

AREA OR NEIGHBORHOOD

The subject is located south of the expressway south of the commercial development known as "Mil Encinos Development" originally created by the Bell Farms and family subsidiaries. Several commercial retail developments including a Walmart Super Center, Penitas Plaza Retail Center and a BBVA Compass Bank branch are located west of the subject property along Tom Gill Road and US Expressway 83. The overall market area has experienced an increase in market interest along the north side of US Expressway 83. Since the development, Walmart became the City of Penitas primary sale tax income generator and provided an increase demand for the immediate market area. Other developments are proposed within the region, which include several municipal developments including the relocation of City Hall and the Penitas Fire Department. Development has begun on the La Joya Loop project which will continue to spur development north of US Expressway 83.

SALES HISTORY

During the course of the appraisal, it was determined via the Hidalgo County Appraisal District that the subject property is being assessed under the ownership of Tress Enterprises, Inc.. The subject property has been under this ownership since February 25, 2005, at which time the property was transferred from Joe L. Aguilar. for an undisclosed amount.

BUILDING & SITE IMPROVEMENTS

During the off-site inspection of the subject property, no building improvements no site improvements are to be included in the body of this report as per scope of the assignment. Therefore, the extraordinary assumption that the subject is vacant shall be the basis of the total compensation to the owner of record.

Highest & Best Use

The subject property's highest and best use "as if vacant" is for single family residential development use. The highest and best use of the whole is based on several factors as defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute.

"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

This valuation must exclude project influence as required by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). Research was performed within the corresponding market area to determine the overall trends in the market for similar tracts located off of US Expressway 83. Due the subjects overall location, limited access, and topographical issues with drainage, the sites overall highest and best use shall be for single family residential development use. The highest and best use as single family residential development use is confirmed with the neighboring tracts to the east and west which were developed for single family residential use. This highest and best use is based on the hypothetical assumption that the subject will have legal public access upon the re-subdivision development of the tract.

VALUATION OF PART TO BE ACQUIRED

LAND VALUATION
Representative Comparable Sales

	SUBJECT	SALE No. 1		SALE No. 2		SALE No. 3	
Grantor	Joe Aguilar	Mil Encinos Development		International Bank		First National Bank	
Grantee	Tress Enterprises, Inc.	Villages of Penitas, LP		Mosarr LLC		Birain USA, LLC	
Date of Sale	February 25, 2005	May 23, 2014		December 31, 2013		June 17, 2013	
Sales Price	$ -	$ 400,000		$ 4,000,000		$ 380,000	
Unit Sales Price	$ - / Acre	$ 40,000	/ Acre	$ 40,353	/ Acre	$ 21,481	/ Acre
Conditions of Sale	Cash To Seller	Similar	0%	Similar	0%	Similar	0%
Market Conditions	Average	Similar	0%	Similar	0%	Similar	0%
Relative Location	Average	Superior / Diamond Avenue	-30%	Superior North Side of US Expressway 83	-50%	Superior	-20%
Corner Influence	Interior Tract	Similar	0%	Similar	0%	Similar	0%
Physical Characteristics	Rectangular	Irregular	0%	Rectangular	0%	Rectangular	0%
Topography	Conventional	Similar	0%	Similar	0%	Similar	0%
Available Utilities	Water / Electricity / Sewer	Water / Elect / Sewer	0%	Water / Elect / Sewer Nearby	5%	Water / Elect / Sewer Pending	5%
Road Frontage	Interior Tract / Limited Access. No Frontage	Diamond Avenue	0%	US Expressway 83	0%	Military Parkway, East of Conway	0%
Size of Tract	75.030 Acre	10.00 Acres	-35%	99.124 Acres	0%	17.69 Acres	-30%
Net Adjustments			-65%		-45%		-45%
Indicated Unit Value		$ 14,000	/ Acre	$ 22,194	/ Acre	$ 11,815	/ Acre

Unit Value of Fee Simple Area	$	12,000 / Acre
Unit Value of Easement Area (50% of Fee Simple Value)	$	6,000 / Acre

Estimated Value by Sales Comparison Approach

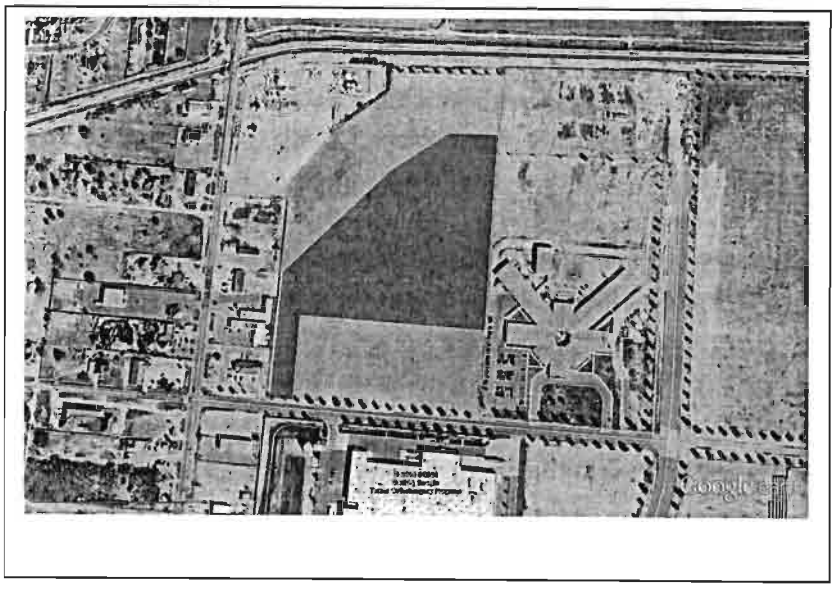
Land: Fee Simple	(63.852 Acres x $12,000/Acre)	$	766,224
Land: Existing Easement (TxDOT)	(7.720 Acres x 6,000/Acre)	$	46,320
Land: Existing Easement (Gas Line)	(3.458 Acres x $6,000/Acre)	$	20,748
		$	833,292

ROW-A-5S
(Rev. 11/11)

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: N/A Highway: South Detention Basin Project
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Mil Encinos Development LTD Grantee/Lessee: Villages of Penitas LP

Date: May 23, 2014 Recording Information: Document No. Key Map: TexMap pg 241-E5

Address: Diamond Avenue, 0.08 Mile East of Tom Gill Road, Penitas, Texas Zip Code: 78576

Legal Description: 10.00 Acres out of the Diamond Commercial Park Subdivision, City of Penitas, Hidalgo County, Texas

Confirmed Price: $400,000 Verified with: Sellers Statement – Chicago Title of Texas LLC

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 10.00 Acres Unit Price: $40,000 / Acre

Type Street: Asphalt Street – Diamond Avenue Utilities: Water, Sewer, Phone, Electricity

Improvement(s) Description: None as of the date of sale

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Multifamily Development Highest & Best Use: Mixed Use Development (Multifamily)

Date of Inspection: April 25, 2015 Zoning: Multifamily Residential Flood Plain: Zone X

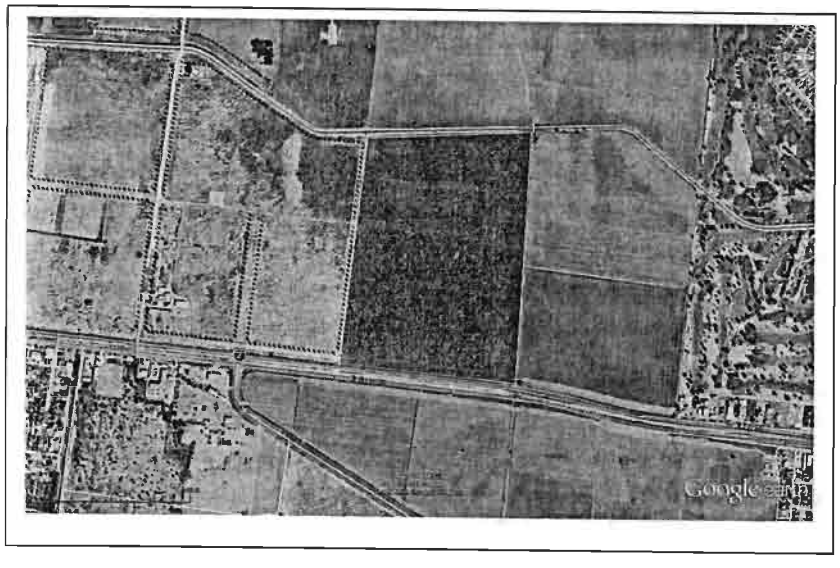
Subject is a 10.00 acre tract of land with direct access from Diamond Avenue. Property was purchased in May 2014 for the development of a multifamily apartment complex. Site contains all municipal utilities available at the time of sale. Sale was verified with the seller via personal conversation and a copy of the Sellers Statement. This development is part of the master land use plan by Mil Encinos Development LTD.

Appraiser: Leonel Garza III May 1, 2015
Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: N/A Highway: South Detention Basin Project
County: Hidalgo ROW CSJ: N/A

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: International Bank Grantee/Lessee: Mosarr LLC

Date: December 31, 2013 Recording Information: Deed No. 2013-2475279 Key Map: TexMap pg 241-E6

Address: US Expressway / Interstate Highway 2 (N/S), just east of the intersection of US Business 83, Penitas, Texas. Zip Code: 78576

Legal Description: A 99.149 acre tract of land more or less, out of a 351.00 acre tract of land out of Porcion 78, Hidalgo County, Texas, said 351.00 acre tract described in a Deed Dated November 30, 2001, recorded under Clerk's File No. 1030019, Official Records, Hidalgo County, Texas further described as metes and bounds.

Confirmed Price: $4,000,000 Verified with: AAA Realty / Solida USA / HCAD (101858) & MLS

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 99.124 Acres Unit Price: $40,353 / Acre

Type Street: Asphalt Paved – US Expressway 83 Utilities: Water / Phone, Electricity – Sewer Nearby

Improvement(s) Description: None As Per Date of Sale

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Vacant Highest & Best Use: Mixed Use Development (Commercial/Multifamily/Single Family Residential)

Date of Inspection: April 25, 2015 Zoning: Open Agricultural Flood Plain: Zone X

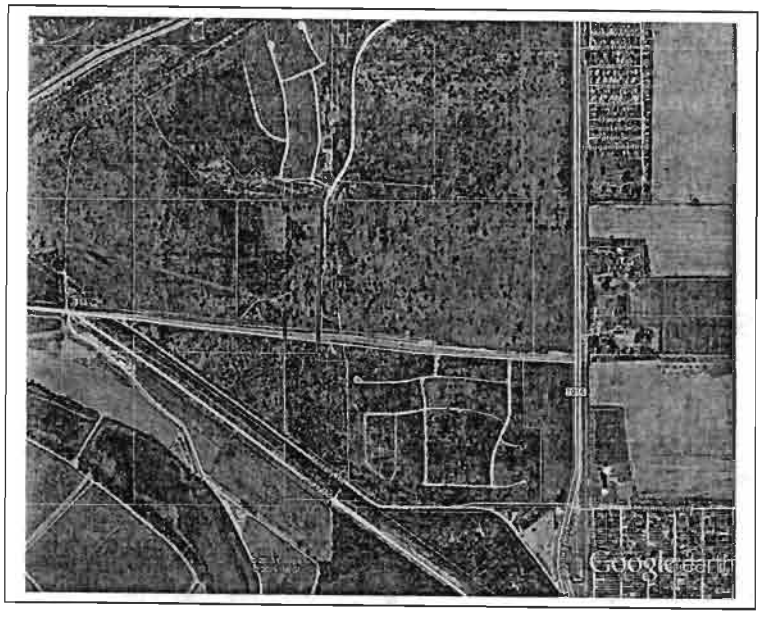
Property was purchased from an investment group from Mexico for future development purposes as per Realtor Adrian Arriaga of AAA Realty (956) 682-2222. Property is currently listed for sale with pad sites for $9.00/square foot to $12.00/ square foot and larger interior tracts at $6.00/square foot to $8.00/square foot. Property was purchase knowing the La Joya Loop Project was projected through the property. The site has not been subdivided as per date of this report nor as the time of purchase. International Bank had the property listed for sale for several years after a foreclosure on the property. Property was marketed through the Greater McAllen Multiple Listing Service and through Solida USA under Juan Chavez (956) 369-0899. Property is also currently listed as a whole under MLS E171521A for $8,640,000 or $87,163/Acre.

Appraiser: Leonel Garza III May 1, 2015
Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: N/A Highway: South Detention Basin Project
County: Hidalgo ROW CSJ: N/A

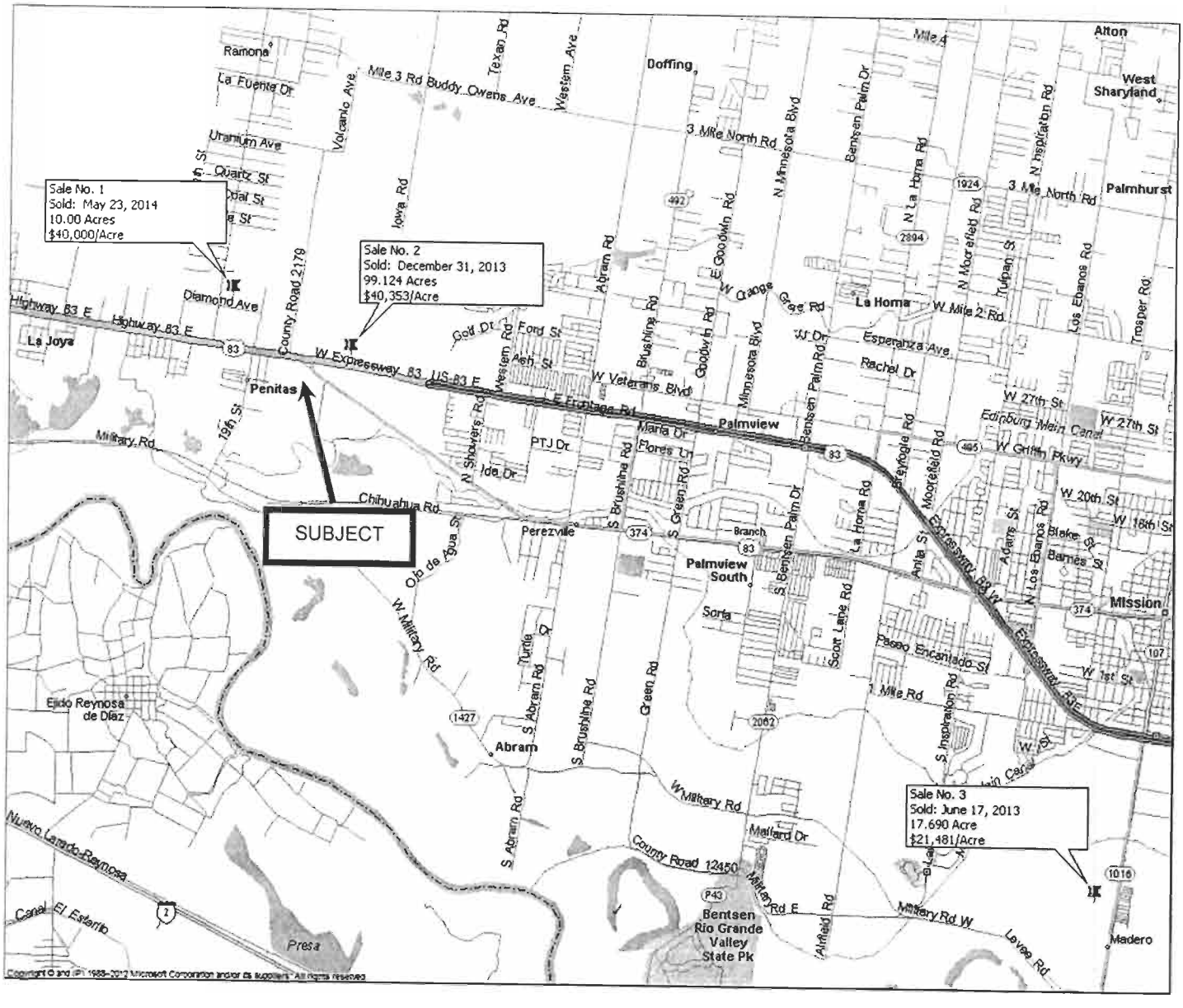
Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: First National Bank
Grantee/Lessee: Birain USA LLC
Date: June 17, 2013 Recording Information: Doc No. 2423989 Key Map: N/A
Address: Military Parkway, Mission, Texas Zip Code: 78572
Legal Description: A 17.69 acre tract of land out of Lot 10-4 and 10-5, West Addition to Sharyland, Hidalgo County, Texas
Confirmed Price: $ 380,000 Verified with: MLS A154745S
Terms and Conditions of Sale: Cash To Seller
Rental Data: N/A
Land Size: 17.690 Acres Unit Price: $21,481 / Acre
Type Street: Asphalt Paved – Utilities: Water, Electricity, Sewer Pending
Improvement(s) Description: None as of the date of sale
Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved $: N/A
Condition and Functional Design: N/A
Current Use: Vacant Highest & Best Use: Single Family or Multifamily Residential
Date of Inspection: April 25, 2015 Zoning: Residential Flood Plain: Zone X
Commercial

Appraiser: Leonel Garza III May 1, 2015
Date

COMPARABLE SALES MAP



EXPLANATION OF ADJUSTMENTS:

The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors that the real estate market recognizes for arms-length transactions. Each of the comparable sales were adjusted for the difference in overall location as the subject does not have frontage along a public roadway. Other factors taken into consideration were utilities and overall size. After adjustments, the unit range of value was determined to be between $11,815 per acre to $22,194 per acre. Based on the surrounding land use and the overall topography and crossing gas and State drainage easements, a unit value of $12,000 per acre is indicated for the fee simple portion of the subject property. Since the subject is encumbered with existing State and private easements, these areas are not valued at 100% of the indicated market value unit rate. Due to the type of easement and the overall location of the easements a the property interest is divided into the fee simple ownership interest and the easement owner interest. Based on the type of interest and the existing use of the easement, the value is divided by 50% per interest holder for purposes of this report. The easement holder does have the majority of the bundle of rights to said portion of property limiting the overall use of these easements by the fee simple owner. Therefore, the indicated unit rate applied to the easement shall be 50% of the fee simple rate or $6,000 per acre. See following page for unit breakdown.

ESTIMATED VALUE OF ACQUISITION

Land: Fee Land	63.852	acres	@	$	12,000	per acre	$ 766,224
Easement: TxDOT	7.72	acres	@	$	6,000	per acre	$ 46,320
Easement: Gas Line	3.458	acres	@	$	6,000	per acre	$ 20,748
	75.03						$ 833,292

IMPROVEMENTS:		
	No Site Improvement Nor Building Improvements	$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
	TOTAL	**$ -**

TOTAL ESTIMATED VALUE	$ 833,292
COST TO CURE	$ -
TOTAL COMPENSATION	**$ 833,292**

ADDENDA

1. CERTIFICATION OF APPRAISAL
2. ASSUMPTION & LIMITING CONDITIONS
3. QUALIFICATION OF APPRAISER
4. LETTER OF INTENT TO INSPECT SUBJECT
5. CERTIFIED LETTER TRACKING DATA
6. PROPERTY TAX INFORMATION (HCAD)
7. WARRANTY DEED

Certification of Appraisal

I, Leonel Garza III, certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the current *Uniform Standards of Professional Appraisal Practice (USPAP).*
- I have made a personal on-site and or off-site visit of the property that is the subject of this report based on the permissibility granted at the time of inspection.
- Thomas Davis, State Certified General Real Estate Appraiser with Leonel Garza Jr. & Associates LLC provided significant professional assistance in the preparation of this report not limited to a physical inspection, taking of photographs of the subject property and value analysis.
- No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute;
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an associate member of the Appraisal Institute and is not an MAI Designated Appraiser, however is currently seeking designation. Leonel Garza III is designated as a Master Real Estate Appraiser through the National Association of Master Appraisers.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan
- This appraisal has been completed with the extraordinary assumption, that any and all access denial issues are clearly stated within the scope of this assignment and have been included within the surveys and field notes provided by client. The Texas Department of Transportation can control access in the future by way of permit at the time of redevelopment or re-subdivision of the subject property and or by way of the Access Management Policy enacted by the State of Texas. This assignment was engaged in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB 18 of the Texas 82nd Regular Legislative Session as follows:
- "(d) In estimating injury or benefit under Subsection ©, the special commissioners shall consider an injury or benefit that is peculiar to the property owner and that relates to the property owner's ownership, use, or enjoyment of the particular parcel of real property including a material impairment of direct access on or off the remaining property that affects the market value of the remaining property, but they may not consider an injury or benefit that the property owners experiences in common with the general community, *including circuity of travel and diversion of traffic.* In this subsection, 'direct access' to the remainder after the state's means ingress and egress on or off a public road, street, or highway at a location where the remaining property adjoins that road, street or highway"

Leonel Garza III
General Certified Real Estate Appraiser
License No. TX 1328375 – General

ASSUMPTIONS AND LIMITING CONDITIONS

No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

Responsible ownership and competent property management are assumed.

The information furnished by others is believed to be reliable,. but no warranty is given for its accuracy.

All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the report.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

The subject is prepared under the hypothetical condition that the subject property is vacant. All building and site improvements shall be located within Parcel 4B as per scope of the assignment.

GENERAL LIMITING CONDITIONS:

Any allocation of the total value of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

Possession of this report, or a copy thereof, does not carry with it the right of publication.

The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

Neither all or any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

The original and one copy of this report have been signed in blue ink. Any other copy, which is not signed in blue may have been altered, and this appraiser is not responsible for its contents or value indicated.

Indicated Marketing Time: Begins with the date of value estimate and the exposure time indicated.

Exposure to the Open Market: Listing the property on the market for sale with a Realtor, member of Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the Market. This appraiser does not consider a sign placed by a bank on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.

Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal

Leonel Garza III

State Certified General Real Estate Appraiser

Company Profile

Leonel Garza Jr. & Associates, LLC provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate, Estate Valuations, and Right-of- Way Easement Acquisition and Defense. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

Property Tax Division

The property tax division of the firm conducts reviews of property tax assessments by various county appraisal districts in order to consult clients on their current tax liabilities. Reviews include attending informal and formal hearings on behalf of clients at local appraisal districts. With over 2,500 accounts throughout South Texas of which includes the County of Cameron, Brooks, Hidalgo, Starr, Willacy, Webb and Nueces County. Clients include dealerships, movie theaters, concrete batch plants, convenience stores, retail box centers, retail strip centers, warehouses, subdivisions, and many other commercial type properties.

Right-of-Way Division

The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. Leonel Garza III has undergone extensive training in this field of work. He specializes in acquisitions concerning diminution of market value and/or property bi-sections. ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, transmission line easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support.

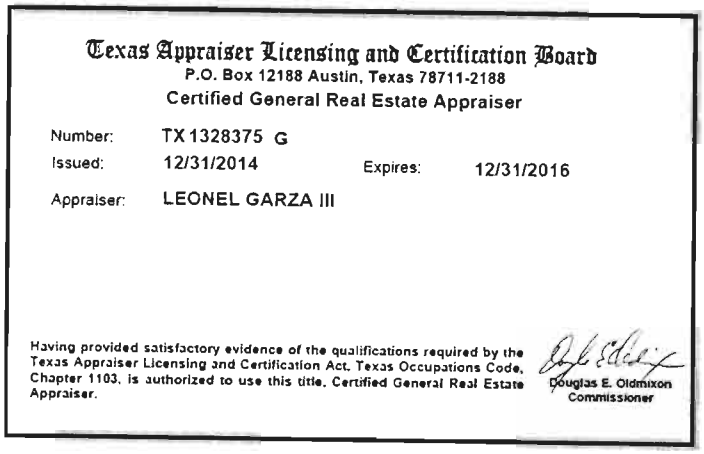
Education & Licenses

Graduate, 1995, Texas A&M University,
College Station, Texas (Bachelor of Science)

Licenses

State Certified General Real Estate Appraiser
Number TX - 1328375-General

State Certified Property Tax Consultant
Number TX – 00003181



Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

Number: TX 1328375 G
Issued: 12/31/2014 Expires: 12/31/2016
Appraiser: LEONEL GARZA III

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

Professional Organizations

Associate Member of the Appraisal Institute

Taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers (MAA)

Designated as a Master Senior Appraiser by the National Association of Master Appraisers. This designation is obtained through educational requirements and experience.

Associate Member of the International Right-of-way Association (IRWA) (Member # 7899430)

Public Service

City of McAllen Planning and Zoning Board (Active Member / Chairman)

This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development.

Hidalgo County Subdivision Advisory Board (Active Member / Chairman)

This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and/or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and/or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. (Appointed in 1998 – Present)

Hidalgo County Building Line of Adjustments (Active Member / Chairman)

This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and/or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and/or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

City of McAllen Traffic Commission Board (Former Member & Vice Chairman)

Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City.

City of McAllen Zoning Board of Adjustments and Appeals (Former Member & Chairman)

This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

City of McAllen Ambulance Advisory Committee (Vice Chairman)

Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

City of McAllen Building Board of Adjustments and Appeals (Former Member)

The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

McAllen Palm City Lions Club (Active Member)

Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago raising funds to provided dinners to as many as 60 families (approximately 240 – 300 individuals) throughout the City of McAllen.

CERTIFIED LETTER TRACKING RECIEPT

7012 2920 0001 5645 6884

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

Sent To: Tress Enterprises, Inc.
Street, Apt. No.; or PO Box No: 2013 VW CT
City, State, ZIP+4: McAllen, Texas 78504

PS Form 3800, August 2006 — See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Tress Enterprises, Inc.
2013 VW CT
McAllen, Texas 78504

Parcel No. 38E
La Joya Loop Project

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Monica Guerra ☒ Agent ☐ Addressee

B. Received by (Printed Name): Monica Guerra
C. Date of Delivery: 11/17/14

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service lat): 7012 2920 0001 5645 6884

PS Form 3811, July 2013 — Domestic Return Receipt

Property Search Results > 689895 TRESS ENTERPRISES INC for Year 2015

Property

Account

Property ID:	689895	Legal Description:	LOS EJIDOS DE REYNOSA AN IRR TR W1268.06' LOT 377 75.0 AC NET
Geographic ID:	L6050-00-000-0377-35	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	S OLD MILITARY RD	Mapsco:	
Neighborhood:		Map ID:	CPN VOL 7 PG 5-8
Neighborhood CD:			

Owner

Name:	TRESS ENTERPRISES INC	Owner ID:	591055
Mailing Address:	2013 WW CT MCALLEN, TX 78504-5642	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
(=) Market Value:	=	N/A	
(–) Ag or Timber Use Value Reduction:	–	N/A	
(=) Appraised Value:	=	N/A	
(–) HS Cap:	–	N/A	
(=) Assessed Value:	=	N/A	

Taxing Jurisdiction

Owner: TRESS ENTERPRISES INC
% Ownership: 100.0000000000%
Total Value: N/A

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	N/A	N/A	N/A	N/A
CPN	CITY OF PENITAS	N/A	N/A	N/A	N/A
DR1	DRAINAGE DISTRICT #1	N/A	N/A	N/A	N/A
GHD	HIDALGO COUNTY	N/A	N/A	N/A	N/A
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	N/A	N/A	N/A	N/A
JCC	SOUTH TEXAS COLLEGE	N/A	N/A	N/A	N/A
R01	ROAD DIST 01	N/A	N/A	N/A	N/A
SLJ	LA JOYA ISD	N/A	N/A	N/A	N/A
SST	SOUTH TEXAS SCHOOL	N/A	N/A	N/A	N/A
	Total Tax Rate:	N/A			
				Taxes w/Current Exemptions:	N/A
				Taxes w/o Exemptions:	N/A

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	75.0000	3267000.00	0.00	0.00	N/A	N/A

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	N/A	N/A	N/A	N/A	N/A	N/A
2014	$0	$75,000	0	75,000	$0	$75,000
2013	$0	$75,000	32,100	32,100	$0	$32,100
2012	$0	$75,000	31,275	31,275	$0	$31,275

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	2/25/2005 12:00:00 AM	WD	WARRANTY DEED	AGUILAR JOE L	TRESS ENTERPRIS			1440286

Fernando Herrera

From: Ana Ramos [ana@montalvolaw.net]
Sent: Tuesday, September 08, 2015 5:12 PM
To: Fernando Herrera
Subject: Tress Enterprises, Inc.

Importance: High

Mr. Herrera,

Your counter-offer of $970,000.00 is accepted. Please advise as to when all documents are ready for signature and full execution of our client. Please advise in advance since we need to notify our client ahead of time in order to be able to come in to sign.

Thank you,

Ana Ramos
Montalvo Law
900 N. Main
McAllen, Texas 78501
Phone No. (956) 631-1185
Fax No. (956) 631-1187

AI-53340 Precinct #3 15. B.

CC - REGULAR

Meeting Date: 02/23/2016

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

Department: COMM. PCT. #3

Information

CAPTION

1. Approval of Certification of Revenues as certified by the County Auditor for revenues received from La Joya ISD, for road repairs of Western Rd.

2. Approval of 2016 appropriation of funds into Precinct #3 Road Maintenance in the amount $27,009.00 for road repairs of Western Rd.

BACKGROUND

Fiscal Impact

Attachments

BA

Treasurer Receipt

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/19/2016 11:10 AM
Merlen P. Munoz	Merlen P. Munoz	02/19/2016 04:00 PM
Final Approval	Monica Badillo	02/19/2016 04:54 PM

Form Started By: Norma Ceballos Started On: 02/09/2016 03:34 PM

Final Approval Date: 02/19/2016

DATE: February 17, 2016

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

DEPARTMENT NAME: Pct. 3 Rd. Maint. - Fund (#1200)

ACCOUNT NUMBER: 6-1200-431-00-123-005-0-610

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 department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT	ACCOUNT (OBJECT) NAME	AMOUNT
6 1200 431 00 123 005 0 610	Pct #3 Rd. Maint. - General Supplies	$27,009.00
	From	
6 1200 364 00 123 000 0 000	*R&B Pct 3-Contributions & Donations*	*(27,009.00)*
	TOTAL BUDGET INCREASE -FUND 1100	0.00

REASON: Appropriation of funds received from La Joya ISD for Western Rd. repairs.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

___/___/___
DATE

ATTEST COUNTY CLERK

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 195334

Received From: LA JOYA ISD PCT. 3 Date 02/19/16

1	10202096	R&B PCT. 3-CONTRIBUTION & DONATION	6-1200-364-00-123-000-0-000	27,009.00

Total: 27,009.00

Check Total	27,009.00
Cash Total	.00
Credit Total	.00
Other Total	.00

AI-53476

Budget and Management 16.
A. 1.

CC - REGULAR
Meeting Date: 02/23/2016
Submitted For: Sergio Cruz, BUDGET & MANAGEMENT
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Debt Service Funds (1444 & 1436):
A. Approval to transfer $60,715.44 from Capital Projects Fund 1330 (Series 2000) to Debt Service Fund 1444 (Series 2014B).
B. Approval to transfer $276.75 from Capital Projects Fund 1336 (Series 2006) to Debt Service Fund 1436 (Series 2006).

BACKGROUND

Per request from Budget Officer after receiving concurrence from Bond Counsel (refer to email dated 2-7-16 between DBM and Bond Counsel). Fund 1330 fund balance is being closed out to fund 1444 because original debt service fund was refunded with Ref Bonds Series 2005 (fund 1435). The Ref. Bonds Series 2005 (fund 1435) were refunded with Ref Bonds-Taxable Series 2014B (fund 1444).

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	Debt Service Funds 1444 & 1436
FUNDS AVAILABLE Y/N?:	Y	MATCHING FUNDS Y/N?:	

BUDGETARY IMPACT:

The attached interfund transfers were prepared by the Auditors Office. Please refer to attached interfund transfers.

Attachments

AI Request Form
Fund 1436 Interfund Transfer
Fund 1444 Interfund Transfer

Form Review

Inbox	Reviewed By	Date

Ivan Cantu (Originator)	Ivan Cantu	02/19/2016 09:58 AM
Budget & Management	Veronica Ortiz	02/19/2016 11:13 AM
Glinda Pacheco	Glinda Pacheco	02/19/2016 01:58 PM
Final Approval	Monica Badillo	02/19/2016 04:54 PM

Form Started By: Ivan Cantu Started On: 02/19/2016 08:54 AM

Final Approval Date: 02/19/2016

COUNTY OF HIDALGO
COUNTY AUDITOR'S OFFICE
COMMISSIONERS' COURT AGENDA REQUEST FORM

No: _____

DATE: February 9, 2016 MEETING DATE REQUEST: ASAP

DEADLINE FOR ACTION: A.S.A.P. CONTACT PERSON: RAYMUNDO EUFRACIO

DEPARTMENT: AUDITOR'S OFFICE PHONE: (956) 318-2511 FAX: (956) 318-2577

RAYMUNDO EUFRACIO, COUNTY AUDITOR

CAPTION: **REGULAR AGENDA**

1. Approval to transfer $60,715.44 from Capital Projects Fund 1330 (Series 2000) to Debt Service Fund 1444 (Series 2014B).

2. Approval to transfer $276.75 from Capital Projects Fund 1336 (Series 2006) to Debt Service Fund 1436 (Series 2006).

BACKGROUND: **(Briefly summarize your request, if needed use separate sheets or attach supporting documentation.)**

Per request from Budget Officer after receiving concurance from Bond Counsel.

See email dated February 7, 2016 between DBM and Bond Counsel.

Note: Fund 1330 fund balance is being closed out to Fund 1444 because original debt service fund was refunded with Ref Bonds Series 2005 (Fund 1435). The Ref Bonds Series 2005 (Fund 1435) were refunded with Ref Bonds-Taxable Series 2014B (Fund 1444).

BUDGETARY IMPACT:

PLEASE INITIAL FOR APPROVAL:

LEGAL COUNCIL: _____ BUDGET: _____ HUMAN RESOURCES: _____

DEPT/FUND NO: _____ AMT EXPENDED: $_____ FUNDS/STAFFING BUDGETED: Yes_____ No _____

ACCOUNT CODE: _____ IMPACT ON FUTURE BUDGET: YES _____ No _____

COMMENTS:

ACTION TAKEN BY COMMISSIONERS' COURT:

APPROVED ON: _____ (DATE) TABLED ON: _____ (DATE) DENIED ON: _____ (DATE)

MOTION MADE BY: _____ SECONDED BY: _____ VOTE: _____

DATE: February 9, 2016

DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE

ACCOUNT NUMBER: VARIOUS

SUBJECT: Budget amendment increases(decreases) in accordance with §111.070(c)2 of the Local Government Code.

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	ACCOUNT NAME	
5 -1336 -491 -01 -000 -436 -0 -891	TRANSFERS OUT-CERT OF OBLIG,2006	$	276.75
5 -1436 -391 -01 -000 -336 -0 -000	TRANSFERS IN-CERT OF OBLIG,2006		276.75
	Net Effect to Budgeted Fund Balance - 1336	$	(276.75)
	Net Effect to Budgeted Fund Balance - 1436	$	276.75

REASON: Transfer fund balance of $276.75 from Capital Projects Fund 1336 (Cert of Oblig, 2006) to to Debt Service Fund 1436 (Cert of Oblig, 2006).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1336	CERTIFICATES OF OBLIGATION, SERIES 2006				
	5-1336-101-00-000-000-0-000 CO 2006-CASH	52,133.44	.00	-51,856.69	276.75
	5-1336-103-00-000-000-0-000 CO 2006-TIME DEPOSITS	.00	.00	.00	.00
	5-1336-103-10-000-000-0-000 CO 2006-TIME DEP/FLEXICASH	.00	.00	.00	.00
	5-1336-104-00-000-000-0-000 CO 2006-INTEREST RECEIVABLE	.00	.00	.00	.00
	5-1336-126-30-000-000-0-000 CO 2006-DUE FR EDINBURG-10TH ST	.00	.00	.00	.00
	5-1336-130-01-000-100-0-000 DUE FROM/TO GENERAL FUND	.00	.00	.00	.00
	5-1336-130-01-000-287-0-000 DUE FROM/TO GRANTS LVL 7	.00	.00	.00	.00
	5-1336-130-01-000-301-0-000 DUE FROM/TO CAPITAL OUTLAY	.00	.00	.00	.00
	5-1336-130-01-000-315-0-000 DUE FROM/TO TXDOT PROJECTS	.00	.00	.00	.00
	5-1336-130-01-000-334-0-000 DUE FROM/TO CERT OF OBLIG,2004	.00	.00	.00	.00
	5-1336-130-01-000-342-0-000 DUE FROM/TO CERT OF OBLIG,2010A&B	.00	.00	.00	.00
	Total Assets	**52,133.44**	**.00**	**-51,856.69**	**276.75**

Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1336 CERTIFICATES OF OBLIGATION, SERIES 2006				
5-1336-202-00-000-000-0-000 CO 2006-ACCOUNTS PAYABLE	.00	.00	.00	.00
5-1336-202-00-000-001-0-000 CO 2006-A/P PRIOR YEAR ACCRUALS	.00	.00	.00	.00
5-1336-206-00-000-001-0-000 CO 2006-RET/PAY-JM CONSTR-PAULA DR	.00	.00	.00	.00
5-1336-206-00-000-002-0-000 CO 2006-RET/PAY-ENRIQUEZ ENTERPRISES	.00	.00	.00	.00
5-1336-206-00-000-003-0-000 CO 2006-RET/PAY-WEATHERPROOFING TECH	.00	.00	.00	.00
5-1336-206-00-000-004-0-000 CO 2006-RET/PAY-JIMMY CLOSNER & SONS	.00	.00	.00	.00
5-1336-206-00-000-005-0-000 CO 2006-RET/PAY-D. WILSON-PCT2 OFFICES	.00	.00	.00	.00
5-1336-206-00-000-006-0-000 CO 2006-RET/PAY-D. WILSON-PCT1 SHRF SUB	.00	.00	.00	.00
5-1336-206-00-000-007-0-000 CO 2006-RET/PAY-HOLCHEMONT CONST-PCT1	.00	.00	.00	.00
5-1336-206-00-000-008-0-000 CO 2006-RET/PAY-TREMCO	.00	.00	.00	.00
5-1336-206-00-000-009-0-000 CO 2006-RET/PAY-D. WILSON-OLD ADM 1&2 FL	51,856.69	.00	-51,856.69	.00
5-1336-206-00-000-010-0-000 CO 2006-RET/PAY-HOLCHEMONT PRK LOT PCT 1	.00	.00	.00	.00
5-1336-241-00-000-001-0-000 CO 2006-UNAVAILABL REV-PCT4-EDBG 10TH ST	.00	.00	.00	.00
Total Liabilities	**51,856.69**	**.00**	**-51,856.69**	**.00**
5-1336-270-00-000-000-0-000 CO 2006-BUDGETED FUND BALANCE	.00	.00	.00	.00
5-1336-258-00-000-000-0-000 CO 2006-UNASSIGNED FUND BALANCE	276.75	.00	.00	276.75
Total Equity	**276.75**	**.00**	**.00**	**276.75**
5-1336-275-00-000-000-0-000 CO 2006-ESTIMATED REVENUES	.00	.00	.00	.00
5-1336-276-00-000-000-0-000 CO 2006-REVENUE CONTROL	.00	.00	.00	.00
5-1336-271-00-000-000-0-000 CO 2006-APPROPRIATIONS	.00	.00	.00	.00
5-1336-272-00-000-000-0-000 CO 2006-EXPENDITURE CONTROL	.00	.00	.00	.00
5-1336-273-00-000-000-0-000 CO 2006-ENCUMBRANCE CONTROL	.00	.00	.00	.00
5-1336-274-00-000-000-0-000 CO 2006-RESERVED FOR ENCUMBRANCES	.00	.00	.00	.00
Total Controls	**.00**	**.00**	**.00**	**.00**
Total Equity and Control	**276.75**	**.00**	**.00**	**276.75**
Total Liabilities and Equity	**52,133.44**	**.00**	**-51,856.69**	**276.75**
Other Sources/Uses	**.00**	**.00**	**.00**	**.00**

*Fund is in Balance .00

Hidalgo County

Revenue Summary Report

Standard Report Format

Account No/Description	Budget Amount	Period Amount	Y-T-D Amount	Balance	Percent Received

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used

DATE: February 9, 2016

DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE

ACCOUNT NUMBER: VARIOUS

SUBJECT: Budget amendment increases(decreases) in accordance with §111.070(c)2 of the Local Government Code.

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	ACCOUNT NAME
5 -1330 -421 -00 -115 -050 -0 -730	SHERIFF ADM BLDG-BUILDING5	$ (7,946.11)
5 -1330 -421 -00 -115 -050 -0 -740	SHERIFF ADM BLDG-IMPROVEMENTS	(6,053.52)
5 -1330 -421 -00 -115 -050 -0 -753	SHERIFF ADM BLDG-FURNITURE & FIXTURES	(9,839.00)
5 -1330 -491 -01 -000 -444 -0 -891	TRANSFERS OUT-REF BONDS 2014B	60,715.44
5 -1444 -391 -01 -000 -330 -0 -000	TRANSFERS IN-CERT OF OBLIG,2000	60,715.44
	Net Effect to Budgeted Fund Balance - 1330	$ (36,876.81)
	Net Effect to Budgeted Fund Balance - 1444	$ 60,715.44

REASON: Transfer fund balance of $60,715.44 from Capital Projects Fund 1330 (Cert of Oblig, 2000) to to Debt Service Fund 1444 (Ref Bonds, 2014B).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1330	CERTIFICATES OF OBLIGATION, SERIES 2000				
	5-1330-101-00-000-000-0-000 CO 2000-CASH	60,715.44	.00	.00	60,715.44
	5-1330-103-00-000-000-0-000 CO 2000-TIME DEPOSITS	.00	.00	.00	.00
	5-1330-103-10-000-000-0-000 CO 2000-TIME DEP/FLEXICASH	.00	.00	.00	.00
	5-1330-130-01-000-100-0-000 DUE FROM/TO GENERAL FUND	.00	.00	.00	.00
	5-1330-130-01-000-284-0-000 DUE FROM/TO GRANTS LVL 4	.00	.00	.00	.00
	5-1330-130-01-000-331-0-000 DUE FROM/TO CERT OF OBLIG,2001	.00	.00	.00	.00
	5-1330-130-01-000-334-0-000 DUE FROM/TO CERT OF OBLIG,2004	.00	.00	.00	.00
	Total Assets	60,715.44	.00	.00	60,715.44

	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1330	CERTIFICATES OF OBLIGATION, SERIES 2000				
	5-1330-202-00-000-000-0-000 CO 2000-ACCOUNTS PAYABLE	.00	.00	.00	.00
	5-1330-202-00-000-001-0-000 CO 2000-A/P PRIOR YEAR ACCRUALS	.00	.00	.00	.00
	5-1330-206-00-000-001-0-000 CO 2000-RET/PAY-LANDMARK	.00	.00	.00	.00
	5-1330-206-00-000-002-0-000 CO 2000-RET/PAY-FIERRO INDUSTRIES	.00	.00	.00	.00
	5-1330-206-00-000-003-0-000 CO 2000-RET/PAY-VELASCO (MOTOR POOL)	.00	.00	.00	.00
	5-1330-206-00-000-004-0-000 CO 2000-RET/PAY-VELASCO (TRAINING FAC)	.00	.00	.00	.00
	5-1330-206-00-000-005-0-000 CO 2000-RET/PAY-ASAGO, LLC (SHOOTG RNGE)	.00	.00	.00	.00
	5-1330-206-00-000-006-0-000 CO 2000-RET/PAY-CRC DESIGN (BLDG&CNPY)	.00	.00	.00	.00
	5-1330-206-00-000-007-0-000 CO 2000-RET/PAY-JAMAIL (BASKETBALL CRT)	.00	.00	.00	.00
	5-1330-206-00-000-008-0-000 CO 2000-RET/PAY-JAMAIL (MCALLEN CLINIC)	.00	.00	.00	.00
	5-1330-206-00-000-009-0-000 CO 2000-RET/PAY-JAMAIL (KENNELS)	.00	.00	.00	.00
	5-1330-206-00-000-010-0-000 CO 2000-RET/PAY-JAMAIL (SHRF SIDEWALK)	.00	.00	.00	.00
	5-1330-206-00-000-011-0-000 CO 2000-RET/PAY-HERRERA & HUNT, INC	.00	.00	.00	.00
	Total Liabilities	**.00**	**.00**	**.00**	**.00**
	5-1330-270-00-000-000-0-000 CO 2000-BUDGETED FUND BALANCE	.00	.00	-23,838.63	-23,838.63
	5-1330-258-00-000-000-0-000 CO 2000-UNASSIGNED FUND BALANCE	60,715.44	.00	.00	60,715.44
	Total Equity	**60,715.44**	**.00**	**-23,838.63**	**36,876.81**
	5-1330-275-00-000-000-0-000 CO 2000-ESTIMATED REVENUES	.00	.00	.00	.00
	5-1330-276-00-000-000-0-000 CO 2000-REVENUE CONTROL	.00	.00	.00	.00
	5-1330-271-00-000-000-0-000 CO 2000-APPROPRIATIONS	.00	.00	23,838.63	23,838.63
	5-1330-272-00-000-000-0-000 CO 2000-EXPENDITURE CONTROL	.00	.00	.00	.00
	5-1330-273-00-000-000-0-000 CO 2000-ENCUMBRANCE CONTROL	.00	.00	.00	.00
	5-1330-274-00-000-000-0-000 CO 2000-RESERVED FOR ENCUMBRANCES	.00	.00	.00	.00
	Total Controls	**.00**	**.00**	**23,838.63**	**23,838.63**
	Total Equity and Control	**60,715.44**	**.00**	**.00**	**60,715.44**
	Total Liabilities and Equity	**60,715.44**	**.00**	**.00**	**60,715.44**
	Other Sources/Uses	**.00**	**.00**	**.00**	**.00**

*Fund is in Balance .00

Hidalgo County

Revenue Summary Report

Standard Report Format

Account No/Description	Budget Amount	Period Amount	Y-T-D Amount	Balance	Percent Received

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1330 CERTIFICATES OF OBLIGATION, SERIES 2000							
5-1330-421-00-115-050-0-730	SHERIFF ADM BLDG-BUILDINGS	7,946.11	.00	.00	.00	7,946.11	.00
5-1330-421-00-115-050-0-740	SHERIFF ADM BLDG-IMPROVEMENTS	6,053.52	.00	.00	.00	6,053.52	.00
5-1330-421-00-115-050-0-753	SHERIFF ADM BLDG-FURNITURE & FIXTURES	9,839.00	.00	.00	.00	9,839.00	.00
1330 CERTIFICATES OF OBLIGATION, SERIES 2000		23,838.63	.00	.00	.00	23,838.63	.00
5 YEAR 2015		23,838.63	.00	.00	.00	23,838.63	.00

Linda Fong

From: Chuy Ramirez [ramirezbook@gmail.com]
Sent: Sunday, February 07, 2016 10:15 AM
To: Sergio Cruz
Cc: Linda Fong
Subject: Re: Hidalgo County Use of CO surplus

Excellent; have a great remaining weekend.

Chuy

On Sun, Feb 7, 2016 at 10:13 AM, Sergio Cruz <sergio.cruz@co.hidalgo.tx.us> wrote:
> Thank you Mr. Ramirez. I think this correspondence should suffice.
>
> Thank you for your time and prompt response.
>
> Have a great week,
>
> Sergio
>
> Sent from my iPhone
>
>> On Feb 7, 2016, at 9:46 AM, Chuy Ramirez <ramirezbook@gmail.com> wrote:
>>
>> Mr. Cruz: you have advised that there is a small surplus in the
>> construction fund of one of the County's
>> series of COs. You further advise that the fund includes
>> investment income and wish to use that minor surplus to pay interest
>> which has accrued on the bonds.
>>
>> The answer is yes and I have advised you of this.
>> Do you want me to write up a brief memo regarding that?
>>
>> Thanks,
>>
>> chuy ramirez
>>
>> --
>> The J. Ramirez Law Firm
>> Ebony Park Estates Business Center
>> Suite B
>> 700 North Veteran's Blvd.
>> San Juan, Texas 78589
>> jramirez@rg-legal.com
>> tel. 956-502-5424
>> mobile. 956-207-2443
>>
>

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The J. Ramirez Law Firm
Ebony Park Estates Business Center
Suite B

700 North Veteran's Blvd.
San Juan, Texas 78589
jramirez@rg-legal.com
tel. 956-502-5424
mobile. 956-207-2443

AI-53275

Purchasing Department 17.
A. 1.

CC - REGULAR
Meeting Date: 02/23/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Vangie Garcia, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval [as disclosed in the Inter-local Government Agreement, aka, ILA] by and between Hidalgo County Appraisal District and the County of Hidalgo for YR 2016, in connection with participation with (a)Hidalgo County's "Self-Funded Health Insurance Program, Stop Loss Insurance and Life/AD&D" and (b) "Voluntary Products"-Long Term Disability, Vision, Dental, Cancer, Critical Illness Insurance and additional Life Insurance including the full execution of document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact or cost to County on this agenda request as cosst will be paid by the Appraisal District to the County pursuant to page 2 of 6-section 2-"Direct Payment by District".

Attachments

INTERLOCAL DOCUMENT
email-legal
email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/08/2016 05:14 PM
Budget & Management	Veronica Ortiz	02/10/2016 04:44 PM
Glinda Pacheco	Glinda Pacheco	02/11/2016 02:31 PM

Form Started By: Vangie Garcia Started On: 02/04/2016 02:30 PM
Final Approval Date: 02/11/2016

INTERLOCAL GOVERNMENTAL AGREEMENT

This **INTERLOCAL GOVERNMENTAL AGREEMENT** is made as of the date set forth below by and between **HIDALGO COUNTY APPRAISAL DISTRICT**, a political subdivision of the State of Texas, ("District"), and the **COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas, ("County"), as follows:

WHEREAS, the District and the County are each authorized to provide employment benefits to their respective employees, including, but not limited to group health insurance, group life and accidental death and disability insurance (life/AD&D);

WHEREAS, the County is also authorized to provide its employees with the option to obtain additional insurance coverages at the employee's own expense for such products as long term disability, vision, dental, cancer, critical illness insurance and additional life insurance coverage beyond the limits provided by the employer (hereinafter collectively referred to as the "Voluntary Products");

WHEREAS, the County, in compliance with the laws of the State of Texas, requested bids on the cost of group health insurance, group life/AD&D insurance coverage and Voluntary Products coverages;

WHEREAS, after review of all bids and proposals, the County authorized the establishment of a self-funded group health insurance program with BLUE CROSS BLUE SHIELD OF TEXAS to act as the third party administrator for and to provide the stop loss insurance under such group health insurance program and to award the life/AD&D insurance contract to DEARBORN NATIONAL LIFE INSURANCE COMPANY on the terms and conditions set forth in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, the District desires to provide its employees group health insurance and life/AD&D coverages through the County in order to maximize the economies of scale and the taxpayer funds used to provide such insurance;

WHEREAS, the District and the County desire to cooperate with each other in providing appropriate group health insurance and life/AD&D coverages to their employees on the most cost-efficient basis;

WHEREAS, the District also desires to offer its employees, at such employee's sole cost and expense, the opportunity to elect dental and vision insurance from the array of Voluntary Products coverages as offered to the County's employees;

WHEREAS, the District and the County each expressly determine and find that it is in the best interest of their employees to enter into this Agreement prior to the expiration of any existing agreement relating to such matters; and

WHEREAS, the governing bodies of the District and the County have authorized the execution of this Agreement;

NOW, THEREFORE, it is agreed by the District and the County as follows:

1. **Inclusion of District by County.** The County consents to the inclusion of District as part of County's employee group for both its self funded health insurance program with BLUE CROSS BLUE SHIELD OF TEXAS as set forth above and its life/AD&D insurance contract with DEARBORN NATIONAL LIFE INSURANCE COMPANY on the terms and conditions as described in Exhibit "A" attached hereto and made a part hereof. In addition, the County consents to the inclusion of the District as part of County's employee group for the additional Voluntary Products coverages available to County's employees, limited however, to dental and vision insurance.

2. **Direct Payment by District**. (a) All costs associated with premiums for health insurance coverage related to District's employees shall be paid to the order of the County Treasurer monthly on or before the tenth day of the month of coverage directly by District and delivered to the County Treasurer at 2810 S. Business Hwy. 281, Edinburg, Texas 78539 along with a hard copy of the approved remittance form and the monthly payroll roster (excluding employee social security numbers) or otherwise paid at the written direction of the County to Blue Cross Blue Shield of Texas. In addition, District shall provide Hidalgo County DBM Employee Benefits Division at 2818 S. Business Hwy 281, Edinburg, Texas 78539 on the same date as such premiums are paid to the County Treasurer (1) a PDF copy of check or other evidence of payment made to the County Treasurer, (2) a PDF copy of the approved remittance form submitted to the County Treasurer, (3) a PDF copy of the monthly payroll roster submitted to the County Treasurer and (4) a password protected Excel file of the monthly payroll roster submitted to the County Treasurer including the employees social security numbers as necessary for applicable insurance requirements. With respect to Life/AD&D insurance coverage for District's employees, District shall provide on the same dates as District provides premiums for health insurance the premium for Life/AD&D insurance payable to the order of Dearborn National Life Insurance Company and delivered to the Hidalgo County DBM Employee Benefits Division at 2818 S. Business Hwy. 281 Edinburg, Texas 78539 along with a hard copy of the monthly payroll roster listing all employees of District for which Life/AD&D premiums are paid for the month.

(b) County is not responsible for the payment of any premiums or other administrative costs either as to "employer" or "employee" as the same relates to employees of the District. District is not responsible for the payment of any premiums or other administrative costs either as to "employer" or "employee" as the same relates to employees of the County.

(c) If upon termination of the coverages provided for herein, the County shall receive any refund from either BLUE CROSS BLUE SHIELD OF TEXAS or DEARBORN NATIONAL LIFE INSURANCE COMPANY for any fees, deposits or premiums related to the term hereof, County agrees to pay to District within ten (10) business days of the receipt of such refund a prorata share thereof based upon the District's proportional payment of such fee, deposit or premium as compared to the County's proportional payment of such fee, deposit or premium.

(d) All costs associated with premiums for any Voluntary Products consisting of Dental Insurance ("Dental") and Vision Insurance ("Vision") selected in writing by any District employee shall be withheld by District from such employee's payroll. Payment of premium for Dental and Vision shall be paid directly by District on behalf of such employee to the vendors respectively at the addresses listed below on or before the tenth day of the following month of coverage. With respect to Dental, District shall provide a monthly payroll roster in a password

protected Excel file via email on the same date as such payment is made to the attention of Carla Miller at cmiller@ameritas.com or Trish Nilsen at tnilsen@ameritas.com . With respect to Vision, District shall provide a monthly payroll roster in a password protected Excel file via email on the same date as such payment is made to Gwen Holzworth at gholzworth@avesis.com . Monthly payroll rosters shall include a list of District's employees electing Vision insurance or Dental Insurance respectively with the employee's respective plan and payroll deduction.

(1) Dental:
Ameritas
5900 "O" Street
Lincoln, NE 68510; or

Vision:
Avesis
10324 S Dolfield Rd
Owings Mills, MD 21117

District is not responsible to either the County or any third party for the cost of any such Voluntary Products.

(e) District agrees to name County as an additional insured on District's Texas Municipal League Joint Self-Insurance Fund Liability Coverage (the "Liability Coverage"). District also agrees to provide County with verification of the Liability Coverage and County's designation as an additional insured thereon.

(f) Failure by the District to remit any such premium payments when due is cause for the County to terminate this Agreement on ten (10) days written notice provided however, if District cures any such default within such ten (10) day period, including payment of any applicable late fee, this Agreement shall continue in effect.

3. **Notice by County**. County agrees to provide District thirty (30) days written notice of any change or termination of such health and life/AD&D insurance coverages prior to the effective date of any such change. County agrees to provide District thirty (30) days written notice of any change or termination of such Voluntary Products coverages prior to the effective date of any such change.

4. **Provision for Governmental Services.** The parties to this Agreement acknowledge that the performance and services provided under this Agreement must be paid for from current revenues available to each party. If such revenue is not available, each party has the right to terminate the Agreement without further obligation or liability upon thirty (30) days written notification of such termination to the other party.

5. **Term and Renewal.** The term for coverages to be provided under this Agreement is January 1, 2016, to December 31, 2016. To the extent any obligation or performance under this Agreement extends beyond December 31, 2016, this Agreement shall remain in effect only on the condition that the both parties shall ratify and extend this Agreement on an annual basis. Upon failure of either party to ratify and extend this Agreement, this Agreement shall terminate without further liability to either party on December 31, 2016.

6. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law; and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7. **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.

8. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, 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 obligations 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 communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	Hidalgo County Attention: Ramon Garcia, County Judge Hidalgo County Courthouse Edinburg, Texas 78539
If to District:	Hidalgo County Appraisal District Attention: Rolando Garza, Chief Appraiser 4405 S. Professional Drive 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.

11 **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.

12 **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.

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

14. **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.

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

16. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

17. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken here from and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

18. **Mediation.** In the event of a dispute between the District and the County over issues related to this Agreement, the parties agree to submit such disputes to mediation by a mutually agreeable mediator prior to the institution of any suit to resolve the dispute or to enforce the terms of this Agreement. Any signatory to this Agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Agreement or transaction, shall be additionally entitled to recover Court costs and reasonable attorney's fees from the non-prevailing party.

EXECUTED the ____ day of _____, 2016.

COUNTY OF HIDALGO, TEXAS

By:_____
RAMON GARCIA, County Judge

EXECUTED the 13th day of January, 2016.

HIDALGO COUNTY APPRAISAL DISTRICT

By: Rolando Garza
ROLANDO GARZA, Chief Appraiser

Exhibit A
Interlocal Governmental Agreement

BASIC PLAN - Blue Cross Blue Shield of Texas with $1,250 Ded. - 70/50 Plan	MONTHLY	SEMIMONTHLY
Employee (Paid by District)	$514.00	
Spouse	$242.00	$121.00
Child or Children	$106.00	$53.00
Family	$348.00	$174.00

OPTIONAL BUY-UP PLAN - Blue Cross Blue Shield of Texas with $750 Ded - 80/50 Plan		
Employee	$68.00	$34.00
Employee + Spouse	$380.00	$190.00
Employee + Child or Children	$208.00	$104.00
Employee + Family	$564.00	$282.00

Avesis Vision (Voluntary Product)		
Employee	$7.76	$3.88
Employee + Spouse	$13.60	$6.80
Employee + Child or Children	$15.18	$7.59
Employee + Family	$21.04	$10.52

Ameritas Dental (Voluntary Product)		
Employee	$31.32	$15.66
Employee + Spouse	$54.60	$27.30
Employee + Child or Children	$54.56	$27.28
Employee + Family	$92.64	$46.32

****
****

LIFE AND AD & D INSURANCE

Rates with Dearborn National Life Insurance Company with $25,000 Coverage	LIFE AND AD & D
	$3.13 per employee

TML
INTERGOVERNMENTAL RISK POOL

Certificate of Coverage

COPY

TMLIRP Contract Number:	9317

Member:
Hidalgo CAD
Ms. Lydia Elizondo
Finance/Personnel Dir
PO Box 208
Edinburg, Texas 78540-0208

Company Affording Coverage:
Texas Municipal League Intergovernmental Risk Pool (TMLIRP)
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:
County of Hidalgo
Attn: Ramon Garcia, County Judge
2812 South Bus. Hwy 281
Edinburg, TX 78539

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

General Liability
Effective Date: 1/1/2016
Anniversary Date: 1/1/2017
Limits of Liability (Each Occurrence): $300,000
Sudden Events Involving Pollution (Each Occurrence): $300,000
Annual Aggregate: $600,000
Deductible per Occurrence: $0

Law Enforcement Liability
Effective Date:
Anniversary Date:
Limits of Liability (Each Occurrence):
Annual Aggregate:
Deductible per Occurrence:

Errors and Omissions Liability
Effective Date:
Anniversary Date:
Limits of Liability(Each Wrongful Act):
Annual Aggregate:
Deductible per Occurrence:

Auto Liability
Effective Date:
Anniversary Date:
Limits of Liability (Each Occurrence):
Deductible per Occurrence: $0

Auto Physical Damage
Effective Date:
Anniversary Date:
Limits of Liability:
Collision Deductible:
Comprehensive Deductible:

	Yes	No
Loss Payee:		

Real & Personal Property
Effective Date:
Anniversary Date:
Limits of Coverage:
Deductible per Occurrence:

Mobile Equipment
Effective Date:
Anniversary Date:
Limits of Coverage:
Deductible per Occurrence:

Boiler & Machinery - Broad Form
Effective Date:
Anniversary Date:
Per Accident Limit:
Deductible per Occurrence:

	Yes	No
Mortgagee		
Loss Payee		
Loan Number:		

Year/Make/Model	VIN	Value

ADDITIONAL COVERED PARTY - OTHER GOVERNMENTAL ENTITY LIMITED TO ACTIVITIES OF THE FUND MEMBER

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverages shown below:

GENERAL LIABILITY
AUTOMOBILE LIABILITY
LAW ENFORCEMENT LIABILITY
ERRORS & OMISSIONS LIABILITY

Entity Name : Hidalgo CAD
Entity ID : 9317
Effective Date : 01/01/2016

It is agreed that the "Covered Parties" provisions of the coverages listed above are amended to include as a **covered party** the governmental entity named below, but only with respect to the liability arising out of activities of the **Fund Member**. Such coverage shall not exceed the limits of coverage as set forth in the **Declarations**.

Governmental Entity: County of Hidalgo
Attn: Ramon Garcia, County Judge

Address: 2812 South Bus. Hwy 281

City, State & Zip Code: Edinburg, TX 78539

Description

Interlocal Governmental Agreement between Hidalgo CAD and County of Hidalgo dated 2/1/2013 , regarding the purchasing of Health Insurance with Blue Cross Blue Shield of Texas and life/AD&D insurance with Fort Dearborn Life Insurance.

TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Fwd: Interlocal between Hidalgo County and HC Appraisal District-for Participation of HC's Self-Funded Health Insurance Program

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Mon, Feb 22, 2016 11:52 AM

2 attachments

Subject : Fwd: Interlocal between Hidalgo County and HC Appraisal District-for Participation of HC's Self-Funded Health Insurance Program

To : Steve Crain <scrain@atlashall.com>

Cc : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Mr. Crain:
Please review and comment as to form. We did not provide you the ILA and it is a concern by the Auditor on Letter for tomorrow's agenda.\
Thanks,
Marty

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Monday, February 22, 2016 11:43:46 AM
Subject: Interlocal between Hidalgo County and HC Appraisal District-for Participation of HC's Self-Funded Health Insurance Program

Marty;
Please forward to legal the above attached document for legal's review/approval as to form of document pursuant to Auditor's expressing concerns of not obtaining legal's approval of document between Hidalgo County and HC Appraisal District thus allowing them to participate and utilize the County's "Self Funded Health Insurance Program.

Thank you;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

From : Linda Fong <linda.fong@auditor.co.hidalgo.tx.us>

Mon, Feb 22, 2016 10:50 AM

1 attachment

Subject : Draft Letter of Concerns for February 23, 2016

To : Honorable Ramon Garcia <ramon.garcia@co.hidalgo.tx.us>, Honorable Arturo C. Cuellar, Jr. <ac.cuellar@co.hidalgo.tx.us>, eduardo cantu <eduardo.cantu@co.hidalgo.tx.us>, joe flores <joe.flores@co.hidalgo.tx.us>, Honorable Joseph Palacios <joseph.palacios@co.hidalgo.tx.us>

Cc : Raymundo Eufracio <ray.eufracio@auditor.co.hidalgo.tx.us>, Valde Guerra <valde.guerra@co.hidalgo.tx.us>, Monica Badillo <monica.badillo@co.hidalgo.tx.us>, Yolanda Chapa <yolanda.chapa@co.hidalgo.tx.us>, julia sullivan <julia.sullivan@co.hidalgo.tx.us>, katia garcia <katia.garcia@co.hidalgo.tx.us>, armando garzajr <armando.garzajr@co.hidalgo.tx.us>, erika zamora <erika.zamora@co.hidalgo.tx.us>, Domingo Villarreal <mingo.villarreal@co.hidalgo.tx.us>, jesus ozuna <jesus.ozuna@co.hidalgo.tx.us>, 'Sergio Cruz' <sergio.cruz@co.hidalgo.tx.us>, debbie tamez <debbie.tamez@co.hidalgo.tx.us>, Martha L. Salazar <martha.salazar@co.hidalgo.tx.us>, Honorable J.E. "Eddie" Guerra <sheriff.guerra@hidalgoso.org>, gabriel castaneda <gabriel.castaneda@hidalgoso.org>, Arnold K. Patrick <arnold.patrick@hidalgocountycscd.org>, rosario castilleja

<rosario.castilleja@hidalgocountycscd.org>,
Honorable Pablo Villarreal Jr.
<paul.villarreal@hidalgocountytax.org>,
Josephine Ramirez Solis
<josephine.ramirez@da.co.hidalgo.tx.us>,
victor garza
<victor.garza@da.co.hidalgo.tx.us>

RAY EUFRACIO, CPA
HIDALGO COUNTY AUDITOR
Hidalgo County Administration Build
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
E-MAIL: Ray.Eufracio@auditor.co.hidalg
WEBSITE: www.co.hidalgo.tx.us/aud

To: Honorable Members of Commissioners Court

From: Ray Eufracio, CPA
County Auditor

Re: Letter of Concerns for February 23, 2016

Attached please find the draft letter of concerns for the February 23, 2016 Con concerns will be finalized in the near future. In addition, departments may res

If you have any questions, feel free to contact me at 318-2511 ext. 4604.

CONFIDENTIALITY NOTICE

This transmission is intended for the sole use of the individual and/or entity to whom it is addressed, and may c confidential and exempt from disclosure under applicable law. If the reader of this transmission is not the inter dissemination, distribution, duplication or the taking of any action in reliance on the contents of this transmissi designated agent is strictly prohibited. If your receipt of this transmission is in error, please notify the sender b transmission. Thank you

Draft Letter of Concerns for 02-23-2016.doc
100 KB View Download

INTERLOCAL.pdf
162 KB

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

Fwd: Interlocal between Hidalgo County and HC Appraisal District-for Participation of HC's Self-Funded Health Insurance Program

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Mon, Feb 22, 2016 12:24 PM

Subject : Fwd: Interlocal between Hidalgo County and HC Appraisal District-for Participation of HC's Self-Funded Health Insurance Program

To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>, Linda Fong <linda.fong@auditor.co.hidalgo.tx.us>

Cc : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Ms. Monica:
Please add this e-mail as supporting documentation to Regular Agenda Item 17.A.1. ILA between HC and HCAD AI#53275.
Sorry for the inconvenience.
THanks,
Marty

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Monday, February 22, 2016 12:06:51 PM
Subject: RE: Interlocal between Hidalgo County and HC Appraisal District-for Participation of HC's Self-Funded Health Insurance Program

The interlocal agreement is OK.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, February 22, 2016 11:52 AM
To: Steve Crain <scrain@atlashall.com>
Cc: Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>
Subject: Fwd: Interlocal between Hidalgo County and HC Appraisal District-for Participation of HC's Self-Funded Health Insurance Program

Mr. Crain:
Please review and comment as to form. We did not provide you the ILA and it is a concern by the Auditor on Letter for tomorrow's agenda.\
Thanks,
Marty

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Monday, February 22, 2016 11:43:46 AM
Subject: Interlocal between Hidalgo County and HC Appraisal District-for Participation of HC's Self-Funded Health Insurance Program

Marty;
Please forward to legal the above attached document for legal's review/approval as to form of document

pursuant to Auditor's expressing concerns of not obtaining legal's approval of document between Hidalgo County and HC Appraisal District thus allowing them to participate and utilize the County's "Self Funded Health Insurance Program.

Thank you;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

AI-53358

Purchasing Department 17. B. 1.

CC - REGULAR

Meeting Date: 02/23/2016

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

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: COMM. PCT. #1

Information

CAPTION

Acceptance and approval of the following listed construction contract documents as awarded by Commissioners' Court on February 03, 2016 (AI#53203) and as reviewed and approved by Legal Counsel for:

	PROJECT NAME	**CONTRACT No.**	AWARDED CONTRACTOR:	AMOUNT:
1)	"Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to: Mile 4W (10N - 12N)"	**C-16-027-02-03**	Texas Cordia Construction, LLC	$628,528.50
2)	"Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to: Mile 12N (FM 1015 – 2W)"	**C-16-028-02-03**	M. J. A. Construction, LLC	$155,897.80

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1347-431-00-121-206-0-721

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

BUDGETARY IMPACT:

Mile 4W

FISCAL YEAR: 2016 ACCT. #: 6-1347-431-00-121-204-0-721

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

BUDGETARY IMPACT:

Mile 12N
Funds available as of 2/19/16. Pending 2016 rollover.

Attachments

contract
contract
missing pgs
form
ciq
ciq
form

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/19/2016 03:39 PM
Budget & Management	Veronica Ortiz	02/19/2016 03:50 PM
Glinda Pacheco	Glinda Pacheco	02/19/2016 04:00 PM
Final Approval	Monica Badillo	02/19/2016 04:54 PM
Form Started By: Moises Salazar		Started On: 02/10/2016 03:18 PM
Final Approval Date: 02/19/2016		

HIDALGO COUNTY PRECINCT 1

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

FOR

Paving & Drainage Improvements Project Mile 4W (10N - 12N)

CONTRACT NO.: C-16-027-02-03

FEBRUARY 2016

SAMES
SAM ENGINEERING & SURVEYING

TX FIRM REGISTRATION
NO. F-10602

SURVEY FIRM REGISTRATION
NO. F-101416-00

STATE OF TEXAS
SAMUEL D. MALDONADO
91630
LICENSED
PROFESSIONAL ENGINEER

2/3/2016

SAM Engineering & Surveying
200 South 10th Street, Suite 1607
Tel 956.702.8880; Fax 956.702.8883
McAllen, Texas 78501

HIDALGO COUNTY PRECINCT 1

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

FOR

Paving & Drainage Improvements Project Mile 4W (10N - 12N)

CONTRACT NO.: C-16-027-02-03

FEBRUARY 2016

SAMES
SAM ENGINEERING & SURVEYING

TX FIRM REGISTRATION
NO. F-10602

SURVEY FIRM REGISTRATION
NO. F-101416-00

SAM Engineering & Surveying
200 South 10th Street, Suite 1607
Tel 956.702.8880; Fax 956.702.8883
McAllen, Texas 78501

PURCHASING DEPARTMENT
County Of Hidalgo

January 22, 2016

RE: ADDENDUM NO.1
FOR BID No.:2016-027-01-27-MSS
Hidalgo County Precinct No. 1 "Paving & Drainage Improvements to: Mile 4W (10N-12N)"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1**, in connection with **HIDALGO COUNTY PRECINCT NO. 1** request for bid for **"Paving & Drainage Improvements to: Mile 4W (10N-12N)"**.

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 as soon as received by no later than Friday, January 22, 2015 at 5:00 P.M. via e-mail jessica@samengineering-surveying.com and/or marking receipt in your bid form.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 702-8880.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for Hidalgo County Precinct No. 1 -**"Paving & Drainage Improvements to: Mile 4W (10N-12N)"**.

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

Texas Cordia Construction, LLC

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1

January 22, 2016

Hidalgo County Precinct No. 1 "Paving & Drainage Improvements to: Mile 4W (10N-12N)"
Bid No.: 2016-027-01-27-MSS
Original Proposed Bid Opening Date: January 27, 2016

CHANGES OR MODIFICATIONS:

As per questions and answers posed at the Pre-Bid Conference on January 18,2016, please let this addendum serve as a **FORMAL NOTICE** to all interested parties for project # **2016-027-01-27-MSS,** that the following changes be made a part of your bid packet.

PART 1 – BIDDING REQUIREMENTS

1. Base Bid Form: **REPLACE** this section in its entirety with the attached form. (2 pages)

2. Front End Document Forms: **ADD** these forms in their entirety with the attached forms.
   a. Bid Bond
   b. Sample Contract
   c. Non-Collusion
   d. General Conditions of the Agreement
   e. Title 29 Labor

3. Exhibit B Forms: **ADD** these forms in their entirety with the attached forms.
   a. Conflict of Interest Memo
   b. Sales Tax and Local Sales Tax Certificate

4. Exhibit D Border Wage Rate Forms: **ADD** these forms in their entirety with the attached forms.
   a. Government code Ch 2258
   b. Prevailing Wage Rate
   c. Davis Bacon

5. Exhibit E Forms: **ADD** these forms in their entirety with the attached forms.
   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. Certification of Construction Completion
k. Contractor's Affidavit of Release of Liens
l. Quantity Work Sheet

6. Construction Identification Sign: **ADD** this form in its entirety with the attached form.

PART 2 – PLAN SHEETS

1. PROPOSED ROADWAY IMPROVEMENTS: **ADD** sheet 17A in its entirety with the attached sheet. (1 page)

2. PROPOSED ROADWAY IMPROVEMENTS: **REPLACE** sheets 20, 21, 22 and 23 in their entirely with the attached sheets. (4 pages)

PART 3 – QUESTIONS/COMMENTS

1. Mile 4W (10N-12N) consists of a 150 calendar day contract period.

2. Liquidated damages of $250.00 per day will be accessed if chosen by the County.

3. Be advised PFC Mario Ybarra Elementary School is located on south-east corner of intersection Mile 4W and Mile 10N.

4. Traffic control bid item should include continued access of Mile 4 W.

5. Construction staking to be provided by the Contractor via Bid Item "Construction Staking" on the Bid Form.

6. Fill quantity is not required for this project, see revised project sheets enclosed as part of this addendum.

7. Existing roadway top four (4) inches to be scarified and re-worked with lime treatment. No removal of existing material is required.

I, Yara M. Corbitt, P.E., acknowledge receipt of ADDENDUM NO. 1 dated, January 22, 2016, for Bid-**2016-027-01-27-MSS – Hidalgo County Precinct No. 1 "Paving & Drainage Improvements to : Mile 4W (10N-12N)".**

Texas Cordia Construction, LLC — 01/27/2016

Printed Bidder Name — Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR PROPOSAL PACKET....

Hidalgo County Precinct No. 1
"Paving & Drainage Improvements to: Mile 4W (10N - 12N)"
Contract No. C-16-027-02-03

TABLE OF CONTENTS

1) Invitation Letter and Advertisement
2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
4) Insurance Requirements
5) CIQ Conflict of Interest Questionnaire
6) Proposer's Affidavit
7) Certification Regarding Debarment
8) Vendor/Bidder Application and W-9 Form
9) Statement of Credentials
10) County Forms Submittal Checklist
11) Information for Bidders
12) Bid Form
13) Bid Bond
14) Sample Contract
15) Non-Collusion
16) Payment Bond
17) Performance Bond
18) ~~General Conditions of the Agreement~~
19) Title 29 Labor
20) Standard General Condition of Construction Contract
21) Supplemental General Condition
    - **(a)** Technical Specifications
    - **(b)** Soil Investigation & Pavement Design Report (Pending Receipt)

17) **Exhibit B**
    - **(a)** Conflict of Interest Memo
    - **(b)** 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

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

HIDALGO COUNTY PRECINCT No. 1
"Paving & Drainage Improvements to: Mile 4W (10N - 12N)"

BID No. -2016-027-01-27-MSS

TABLE OF CONTENTS –for COUNTY'S FRONT END DOCUMENTS

Item	Description	No. of Pages
1.	Invitation Letter and Advertisement	2
2.	Legal Notice	9
3.	Exhibit C, Insurance Requirements	4
4.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
5.	Exhibit E, Proposer's Affidavit	1
6.	Certification Regarding Debarment	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Statement of Credentials	5
9.	County Forms Submittal Check List	1

The above mentioned items shall be found in this RFB packet. 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.

PURCHASING DEPARTMENT
County Of Hidalgo

January 6, 2016

The Monitor
1400 East Nolana
McAllen, Texas 78504

Re: Hidalgo County Precinct No. 1- Request for Sealed Bids for:
"Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to: Mile 4W (10N - 12N)" 2016-027-01-27-MSS
"Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to: Mile 12N (FM 1015 – 2W)" 2016-028-01-27-MSS

RFB Due Date: January 27, 2016

Gentlemen:

Please publish twice the enclosed advertisement under the legal ad section of your newspaper. Publications should run on **SATURDAY, January 9, 2016, and SATURDAY, January 16, 2016.**

The billing statement should make reference to above mentioned projects and be mailed to:

Hidalgo County Precinct No. 1
1902 Joe Stephens Ave. Ste. 101
Weslaco, TX 78599

Ph: (956) 968-8733 Fx: (956) 969-1417

Thank you for your assistance in this matter.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss

INVITATION TO BIDDERS

The County of Hidalgo would like to invite you to submit a bid for each of the following projects:

Bid No.:	Bid Description:	Opening Date:
2016-027-01-27-MSS	"Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to: Mile 4W (10N - 12N)"	January 27, 2016
2016-028-01-27-MSS	"Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to: Mile 12N (FM 1015 – 2W)"	January 27, 2016

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: SAMES, Inc., at 200 South Cage Blvd., Pharr, Texas 78577 Phone No. **(956) 702-8880** for the amount of **$ 100.00 each.** 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 **TUESDAY, January 19, 2016** at **3:00 P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 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 awarded contract exceeds $25,000, and a Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the awarded contract exceeds $100,000.

UPON SUBMITTING SEALED BIDS, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet (SEPARATELY FOR EACH PROJECT) as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and **Bid Number** 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:

HIDALGO COUNTY PURCHASING DEPARTMENT, Attn: Martha L. Salazar, CPPB, County Purchasing Agent.
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, January 27, 2016** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

Typed-written Requests For Information (RFI) 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 January 22, 2016. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 5th of January, 2016.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

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

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY PRECINCT NO. 1

-"Paving & Drainage Improvements to: Mile 4W (10N - 12N)"

RFB NO: 2016-027-01-27-MSS

Acceptance Date: **January 27th, 2016**

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

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 1-PAVING & DRAINAGE IMPROVEMENTS TO: MILE 4W (10N - 12N)"** 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-2016-027-01-27-MSS- HIDALGO COUNTY PRECINCT NO. 1-PAVING & DRAINAGE IMPROVEMENTS TO: MILE 4W (10N - 12N)"** 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, JANUARY 27, 2016.**

   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 -2016-027-01-27-MSS- HIDALGO COUNTY PRECINCT NO. 1 -PAVING & DRAINAGE IMPROVEMENTS TO: MILE 4W (10N - 12N)".

   WRITTEN QUESTIONS WILL BE ACCEPTED. Written RFI's shall be sent to the office of project engineer: SAMES, Inc., *at sam@samengineering-surveying.com* . Please call 956-702-8880 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 January 22, 2016. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda. All bidders who paid a deposit will be required to return Addenda as part of the Construction Documents in order to receive full deposit refund.

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County

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 OF PRODUCTS AND SERVICES 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-2016-027-01-27-MSS- HIDALGO COUNTY PRECINCT NO. 1-"PAVING & DRAINAGE IMPROVEMENTS TO: MILE 4W (10N - 12N)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. Schedule

Pre-Bid Conference,	**3:00 PM**	**January 19, 2015**
Bid Opening,	**3:00 PM**	**January 27 , 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. 1
"PAVING & DRAINAGE IMPROVEMENTS TO: MILE 4W (10N - 12N)"
BID-2016-027-01-27-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

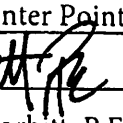
Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: Texas Cordia Construction, LLC

Address: 3149 A Center Pointe Drive, Edinburg, Texas 78539

By: 

Printed Name: Yara M. Corbitt, P.E.

Title: President

(This page must be submitted in response)

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/9/2016

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
Brown & Brown Lone Star Insurance Services Inc
1717 North Sam Houston Pkwy #115
Houston TX 77038

CONTACT NAME:
PHONE (A/C, No, Ext): 281-260-2000 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co	19682
INSURER B : Trumbull Insurance Company	27120
INSURER C : Travelers Prop Cas. Co of Amer	25674
INSURER D : Hartford Underwriters Ins Co	30104
INSURER E :	
INSURER F :	

INSURED TEXAS25
Texas Cordia Construction, LLC
Cordia Sue, LLC
3149 A Center Pointe Dr
Edinburg TX 78539

COVERAGES **CERTIFICATE NUMBER:** 2119426943 **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	Y	Y	61UENQI0294	8/1/2015	8/1/2016	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$excluded
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY	Y	Y	61UENQI0294	8/1/2015	8/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							UM limit	$1,000,000
C	[ ] UMBRELLA LIAB [ ] OCCUR	Y	Y	ZUP51M3866015NF	8/1/2015	8/1/2016	EACH OCCURRENCE	$2,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$2,000,000
	[ ] DED [X] RETENTION $10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	61WEQI0295	8/1/2015	8/1/2016	[X] WC STATU-TORY LIMITS [ ] 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
A	Equipment Leased or Rented			61MSZP9263	8/1/2015	8/1/2016	Limit per item Limit per occurrence	$100,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Auto & General Liability - The policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

Auto, General Liability & WC - The policies include a blanket waiver of subrogation endorsement that waives the underwriters rights of subrogation to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.
See Attached...

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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AGENCY CUSTOMER ID: TEXAS25

LOC #:

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown Lone Star Insurance Services Inc	Texas Cordia Construction, LLC Cordia Sue, LLC 3149 A Center Pointe Dr Edinburg TX 78539
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to Mile 4W (10N – 12N)

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Insurance Requirement Acknowledgment

I, Yara M. Corbitt, P.E., authorized representative for Texas Cordia Construction, 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.

_____ 01/27/2016
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, Yara M. Corbitt, P.E., possess all of the APPLICABLE:

1. Licenses: Texas Board of Professional Engineer (TX #10012).
2. Bonds: CHS Surety (Bid Bond, Performance & Payment Bond).
3. Certificates: Safety Reqs.
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

01/27/2016
Date

Texas Cordia Construction, LLC
Company

3149-A Center Ponite Drive
Address

Edinburg, Texas 78539
City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

2662020

1 **Name of person who has a business relationship with local governmental entity.**

Texas Cordia Construction, LLC (Yara M. Corbitt)

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

Corbitt, PE — Yara M. Corbitt

Signature of person doing business with the governmental entity

12/03/15

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, Yara M. Corbitt, P.E., 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 any 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: _____ President

Subscribed and sworn to before me this 27th day of January, 2016.

_____
Notary Public

My commission expires: 12/3/17, 20___

ISABEL G. MARTINEZ
My Notary ID # 128118614
Expires December 3, 2017

Certification
Regarding Debarment, Suspension Ineligibility

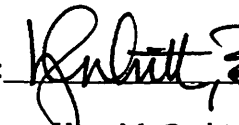
As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared incligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: 

Print Name: Yara M. Corbitt, P.E.

Title: President

Telephone Number: (956) 627-6181

Date: 01/27/2016

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
PURCHASING DEPARTMENT
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: Texas Cordia Construction, LLC Telephone No. (956) 627-6181

dba Name: Texas Cordia Construction, LLC

Legal Name: Texas Cordia Construction, LLC

Mailing Address : 3149-A Center Pointe Drive Fax No. (956) 386-0289

Physical Address: 3149-A Center Pointe Drive

City, State, Zip Edinburg, Texas 78539 Tax I.D. No. 45-2590990

Remit to Address : 3149-A Center Pointe Drive City, State, Zip Edinburg, Texas 78539

E-Mail Address: yara@texascordia.com

Representative(s) Name(s) & Title(s) Yara M. Corbitt, P.E., President / Isaac Heredia, Vice-President

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit
X LLC ____ Sole Proprietor ____ Other, Specify
State Identification No. 45-2590990 (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 X Other, Specify Heavy/Civil Construction

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Yara M. Corbitt, P.E., President / Isaac Heredia, Vice-President

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 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Texas Cordia Construction, LLC

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☒ Other ▶ LLC ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
3149-A Center Pointe Drive

Requester's name and address (optional)

City, state, and ZIP code
Edinburg, Texas 78539

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | | | | | | | |

or

Employer identification number
4 5 2 5 9 0 9 9 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here — Signature of U.S. person ▶ [signature] Date ▶ 01/27/2016

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

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.

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 social security card. 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 social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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: Texas Cordia Construction, LLC

Address: 3149-A Center Pointe Drive

Edinburg, Texas 78539

Date Organized: June 2011 Date Incorporated: _____

Office Number: (956) 627-6181 Fax Number: (956) 386-0289

Number of years in business under present name: 4 yrs

Type of work performed by your company: General Roadway Construction, Bridge Construction, Embankment, Caliche, Excavation, Miscellaneous Concrete

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: 2812 S. Business Highway 281, Edinburg, Texas 78539

Ph/Fx Number: (956) 318-2626/(956) 318-2629 Email: moises.salazar@co.hidalgo.tx.us

Scope of Work Description: Roadrunner Subdivision Paving & Drainge Improvements

Date Completed: 03/19/15 Total Cost: $405,928.00

****

2. Owner: City of McAllen

Address: PO Box 220, McAllen, Texas 78505-0220

Ph/Fx Number: (956) 681-1180/(956) Email: rcanterbury@mcallen.net

Scope of Work Description: Quince & 27th Street Drainage Improvments

Date Completed: 11/21/2014 Total Cost: $813,674.00

****

3. Owner: Hidalgo County - Urban County Program

Address: 427 E. Durante Ave., Suite 107, Alamo,Texas 78516

Ph/Fx Number: (956) 787-8127 Email: monica.leal@co.hidalgo.tx.us

Scope of Work Description: Street Improvements to Old La Blanca Road (Mile 9 to Mile 10)

Date Completed: 01/07/2015 Total Cost: $315,000.00

****

4. Owner: City of Weslaco

Address: 255 S. Kansas Ave., Weslaco, Texas 78596

Ph/Fx Number: (956) 447-3401 Email: mhinojosa@weslacotx.gov

Scope of Work Description: Detention Pond and Reconstruciton of Sugarcane Drive

Date Completed: 10/24/2014 Total Cost: $724,000.00

****

5. Owner: City of McAllen

Address: PO Box 220, McAllen, Texas 78505

Ph/Fx Number: (956) 681-1000 Email: mcruz@mcallen.net

Scope of Work Description: Quince & Redwood (49th to 51st St.) Drainage Improvements

Date Completed: 06/19/2015 Total Cost: $157,000.00

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

Border Ave. Road and Waterline Improvements

Street and Drainage Improvements Project, Colonio Sebastian (West)

Unit 4C AN-47 Drainage Improvements Mid Way

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 27th day of January, 2016.

Texas Cordia Construction, LLC

By _____

Title President

Subscribed and sworn to me this 27th day of January, 2016.

By: _____

Notary Public in and for Hidalgo County, Texas

My commission expires 12/3/17

ISABEL G. MARTINEZ
My Notary ID # 128118614
Expires December 3, 2017

HIDALGO COUNTY PRECINCT No. 1
"Paving & Drainage Improvements to: Mile 4W (10N - 12N)"

BID No. -2016-027-01-27-MSS

SUBMITTAL CHECK LIST

The following list of forms must be included in the RFB response, failure to submit any of these forms may be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in response:

- ✓ Page 9 of Legal Notice
- ✓ Exhibit "C" -Acknowledgement forms (pages 3 and 4)
- ✓ Exhibit "D" -CIQ Form.
- ✓ Exhibit "E" –Proposers Affidavit
- ✓ Certification Regarding Debarment
- ✓ Vendor Bidder Application and IRS form W-9
- ✓ STATEMENT OF CREDENTIALS
- ✓ **One (1) original and three (3) copies of complete Response, including any other documentation requested in this RFB not herein listed (i.e. Bid Form, Bid Bond, Sub-Contractors List, references, etc).**

Name: Yara M. Corbitt, P.E.

Signature: _____ Date: 01/27/2016

closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s):
Project Name: **Hidalgo County Precinct No. 1- Paving & Drainage Improvements to: Mile 4W (10N-12N)"**
Contract Number: **C-16-027-02-03**

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 150 **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 A ward - 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 3 6, No 7 5, 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.

OPENED
3:10 1-27-16

BID PAGE

Witnessed

Hidalgo County Precinct No.1 – "Paving & Drainage Improvements to: Mile 4W (10N - 12N)

Bid No.: 2016-027-01-27-MSS

SCOPE OF WORK DESCRIPTION:
PROVIDE BIDS FOR "Paving & Drainage Improvements"

BID PRICE: $ 628,528.50

ALTERNATE PRICE: $ _____

***BIDDER*/COMPANY NAME:** Texas Cordia Construction, LLC

ADDRESS: 3149-A Center Pointe Drive

CITY/STATE/ZIP CODE: Edinburg, Texas 78539

PHONE & FAX NO.'S: Phone (956) 627-6181 & Fax (956) 386-0289

CELLULAR #: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: Yara M. Corbitt, P.E.

TITLE: President

Bidder acknowledges the following addendum(s):
Addendum #1 - 01/22/16

BASE BID FORM

Hidalgo County - **MILE 4W (10N-12N)**

Bid Item	Description	Units	Estimated Quantity	Unit Price in Figures	Unit Price in Words	Total Amount Bid
1	TRAFFIC CONTROL COMPLETE AND IN PLACE	MO	5	$ 4,950.00	Four Thousand Nine Hundred Fifty dollars and Zero cents	$ 24,750.00
2	18" RCP, CL III - DRIVEWAY COMPLETE AND IN PLACE	LF	1,428	$ 30.00	Thirty dollars and Zero cents	$ 42,840.00
3	18" RCP, CL III - TURNOUT COMPLETE AND IN PLACE	LF	312	$ 30.00	Thirty dollars and Zero cents	$ 9,360.00
4	DRIVEWAY REPAIR - ASPHALT COMPLETE AND IN PLACE	SY	1,308	$ 17.00	Seventeen dollars and Zero cents	$ 22,236.00
5	DRIVEWAY REPAIR - CONCRETE COMPLETE AND IN PLACE	SY	382	$ 26.00	Twenty-Six dollars and Zero cents	$ 9,932.00
6	2" HMAC, TYPE D COMPLETE AND IN PLACE	SY	23,577	$ 11.00	Eleven dollars and Zero cents	$ 259,347.00
7	PRIME COAT ASPHALT MATERIAL (MC-30) COMPLETE AND IN PLACE	GAL	4,716	$ 4.00	Four dollars and Zero cents	$ 18,864.00
8	4" NEW FLEX BASE (CALICHE) COMPLETE AND IN PLACE	SY	28,289	$ 3.75	Three dollars and Seventy-Five cents	$ 106,083.75
9	SCARIFY & REWORK EXIST ROADWAY (4 IN) COMPLETE AND IN PLACE	SY	28,289	$ 1.75	One dollars and Seventy-Five cents	$ 49,505.75
10	3% LIME (BASE STABILIZATION) COMPLETE AND IN PLACE	TONS	99	$ 170.00	One Hundred Seventy dollars and Zero cents	$ 16,830.00

CONTRACTOR: Texas Cordia Construction, LLC

SIGNATURE:

BASE BID FORM
Hidalgo County - **MILE 4W (10N-12N)**

Bid Item	Description	Units	Estimated Quantity	Unit Price in Figures	Unit Price in Words	Total Amount Bid
11	CONSTRUCTION STAKING	LS	1	$ 3,000.00	Three Thousand dollars and Zero cents	$ 3,000.00
12	ROADWAY STRIPING	LS	1	$ 4,950.00	Four Thousand Nine Hundred Fifty dollars and Zero cents	$ 4,950.00
13	PREPARATION OF RIGHT-OF-WAY	STA	106	$ 200.00	Two Hundred dollars and Zero cents	$ 21,200.00
14	MOBILIZATION	LS	1	$ 18,000.00	Eighteen Thousand dollars and Zero cents	$ 18,000.00
15	TEMP. SEDMT CONT FENCE INSTALL	LF	1,760	$ 4.00	Four dollars and Zero cents	$ 7,040.00
16	TEMP. SEDMT CONT FENCE REMOVE	LF	1,760	$ 1.00	One dollars and Zero cents	$ 1,760.00
17	RCP-SAFETY END TREATMENT	EA	4	$ 800.00	Eight Hundred dollars and Zero cents	$ 3,200.00
18	TYPE C INLETS COMPLETE AND IN PLACE	EA	3	$ 1,600.00	One Thousand Six Hundred dollars and Zero cents	$ 4,800.00
19	18" RCP, CL III (SEE SHEET 17 A) COMPLETE AND IN PLACE	LF	161	$ 30.00	Thirty dollars and Zero cents	$ 4,830.00
	MILE 4W (10N-12N) BASE BID SUBTOTAL:				Six Hundred Twenty-Eight Thousand Five Hundred Twenty-Eight dollars and Fifty cents	$ 628,528.50

CONTRACTOR: Texas Cordia Construction, LLC

SIGNATURE:

Bond No. PH00060

BID BOND

KNOW ALL BY THESE PRESENTS, That we, **Texas Cordia Construction, LLC**

of **Edinburg, Texas**

(hereinafter called the Principal), as Principal, and

Philadelphia Indemnity Insurance Company (hereinafter called the Surety),

as Surety, are held and firmly bound unto **Hidalgo County**

(hereinafter called the Obligee) in the penal sum of **Five Percent of the Greatest Amount Bid**

Dollars ($ **5% G.A.B.**)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

Bid No. 2016-027-01-27-MSS Hidalgo County Precinct No. 1 - Paving and Drainage Improvements Project

Mile 4W (10N-12N)

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this **27th** day of **January**, **2016**.

Witness

Texas Cordia Construction, LLC

Principal

By: VP

Title

Philadelphia Indemnity Insurance Company

By

Justin McQuaid, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **Scott D. Chapman, Kevin McQuain, Justin McQuain, Rosalyn D. Hassell, Elaine Lewis, Keith Michael Illa and Jeanne M. Buchan of AG States Agency, LLC of The Woodlands, Texas.**

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed $ 7,500,000.00 :|

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or undertaking to which it is attached

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DANIELLE PORATH, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires March 22, 2016

Notary Public:

residing at: Bala Cynwyd, PA

(Notary Seal)

My commission expires: March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 27th day of January, 2016.

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CONSTRUCTION CONTRACT

This Agreement entered into this **February 3rd, 2016** by and between Hidalgo County, herein after called the "OWNER", acting herein through its County Judge and **Texas Cordia Construction, LLC (a corporation)** (a partnership) (an individual) of **Edinburg**, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

PROJECT NAME:	**Hidalgo County Precinct No. 1 – "Paving & Drainage Improvements to: Mile 4W (10N-12N)"**
CONTRACT No.:	**C-16-027-02-03**
PROJECT DESCRIPTION:	**PAVING & DRAINAGE IMPROVEMENTS**

hereinafter called the project, for the sum of **($628,528.50) – Six hundred twenty-eight thousand five hundred twenty-eight dollars and fifty cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **SAMES, Inc.** and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **(150) One hundred fifty** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($250.00) Two hundred fifty dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

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

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

Name of Signatory
Name of Firm

Name of Firm: Texas Cordia Construction, LLC

Address: 3149-A Center Pointe Drive
Edinburg, Texas 78539

Federal I.D./S.S.: 45-2590990

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the 3rd day of February, 20 16,

by Yara M. Corbitt, P.E, President of and on behalf of Texas Cordia Construction, LLC.
(title) (a corporation) (a partnership) (an individual)

ISABEL G. MARTINEZ
My Notary ID # 128118614
Expires December 3, 2017

Notary Public - Signature

ATTEST:

COUNTY OF HIDALGO

Arturo Guajardo, Jr. County Clerk

RAMON GARCIA, COUNTY JUDGE

APPROVED AS TO FORM:
Atlas & Hall
800 Pecan
McAllen, TX 78504

BY: _____
Stephen Crain

Non-Collusion Affidavit Of Prime Bidder

State of Texas §
§
County of Hidalgo §

Yara M. Corbitt, P.E., being first duly sworn, deposes and says that:

(1) He President, of

Texas Cordia Construction, LLC, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the 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, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit 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 or 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 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 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) _____

President
(Title)

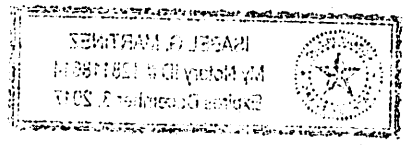
Subscribed and sworn to before me this 3rd day of February, 20 16.

_____

Administrative Assistant
(Title)

ISABEL G. MARTINEZ
My Notary ID # 128118614
Expires December 3, 2017

My Commission expires 12/3/17


ISAGEL A. MARTINEZ
My Notary ID # 12917864
Expires December 3, 2017

PAYMENT BOND

A payment bond as described by Texas Government Code, Section 2253.021 (c) for the beneficiaries described by such sub section.

KNOW ALL MEN BY THESE PRESENTS, that Texas Cordia Construction, LLC (hereinafter called the Principal(s)), as Principal(s), and Philadelphia Indemnity Insurance Company (hereafter called the Surety(s)), as Surety(s), are held and firmly bound unto County of Hidalgo (hereinafter called the Oblige), in the amount of Six Hundred Twenty Eight Thousand Five Hundred Twenty Eight and 50/100 Dollars ($ 628,528.50) for the payment whereof, the said Payment 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 Oblige, dated the 3rd day of February, 20 16, for the Bid No. 2016-027-01-27-MSS; Paving & Drainage Improvements to Mile 4W (10N - 12N) which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies 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.

PAYMENT BOND CONTINUED:

IN WITNESS WHEREOF, this instrument is executed in four counter parts, each one of which shall be deemed an original, this the 3rd day of February, A.D., 2016.

ATTEST:

(Principal) Secretary
(Seal)

Witness as to Principal

3149-A Center Pointe Dr., Edingburg, TX 78539
Address

Texas Cordia Construction, LLC
PRINCIPAL

Signature

Yora M. Corbitt, P.E
Print/Type Name

3149-A Center Pointe Dr., Edingburg, TX 78539
Address

ATTEST:

(Surety) Secretary Stacy Owens
(Seal)

Witness as to Surety Kimberly Stanley

25025 I-45 N., Ste. 525, The Woodlands, TX 77380
Address

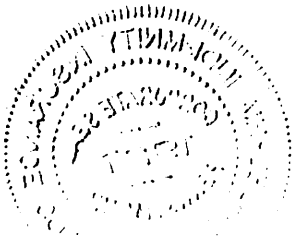
Philadelphia Indemnity Insurance Company
Surety

Attorney-in-Fact (Signature)

Justin McQuain
Print/Type Name

350 Glenborough Dr., Ste. 138, Houston, TX 77067
Address

Note: Date of Bond must 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 or Parish and State; (6) Owner; (7) if Contractor is Partnership, all partners should execute Bond.



PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: **Scott D. Chapman, Kevin McQuain, Justin McQuain, Rosalyn D. Hassell, Elaine Lewis, Keith Michael Illa and Jeanne M. Buchan of AG States Agency, LLC of The Woodlands, Texas.**

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$ 7,500,000.00** :

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DANIELLE PORATH, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires March 22, 2016

Notary Public:

residing at: Bala Cynwyd, PA

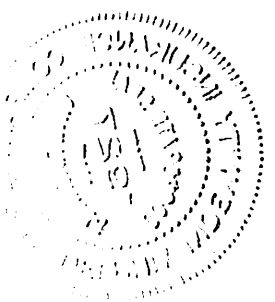
(Notary Seal)

My commission expires: March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 3rd day of February, 2016.

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

You may contact the Texas Department of Insurance to obtain information on companies, coverage, 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# 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety 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 information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tanbien puede escribir a Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

Puede comunicarse con el Departamento de Seguros de Texas para obtener information acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
Web: http://www.tdi.state.tx.us
Email: 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 el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse 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.

PERFORMANCE BOND

A performance bond as described by Texas Government Code, Section 2253.021 (b) for the benefit of Hidalgo County-Urban County Program:

KNOW ALL MEN BY THESE PRESENTS, that Texas Cordia Construction, LLC _____ (hereinafter called the Principal(s), as Principal (s), and Philadelphia Indemnity Insurance Company hereinafter call the Surety(s), as Surety(s), are held and firmly bound unto County of Hidalgo (hereinafter called the Oblige), in the amount of Six Hundred Twenty Eight Thousand Five Hundred Twenty Eight and 50/100 Dollars ($ 628,528.50) for the payment 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 Oblige, dated the 3rd day of February, 2016, for the Bid No. 2016-027-01-27-MSS; Paving & Drainage Improvements to Mile 4W (10N-12N) which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies 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.

IN WITNESS WHEREOF, this instrument is executed in four counter parts, each one of which shall be deemed an original, this the 3rd day of February, A.D., 2016.

Texas Cordia Construction, LLC
PRINCIPAL

ATTEST:

(Principal) Secretary
(Seal)

Signature

PERFORMANCE BOND CONTINUED:

	Yara M. Corbitt, P.E.
Witness as to Principal	Print/Type Name
3149-A Center Pointe Dr., Edingburg, TX 78539	3149-A Center Pointe Dr., Edingburg, TX 78539
Address	Address
ATTEST:	Philadelphia Indemnity Insurance Company
	Surety
Stacy Owens	
(Surety Secretary Stacy Owens	Attorney-in-Fact (Signature)
Kimberly Stanley	Justin McQuain
Witness as to Surety Kimberly Stanley	Print/Type Name
25025 I-45 N., Ste. 525, The Woodlands, TX 77380	350 Glenborough Dr., Ste. 138, Houston, TX 77067
Address	Address

Note: Date of Bond must 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 or Parish and State; (6) Owner; (7) if Contractor is Partnership, all partners should execute Bond.



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.

(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

(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.

mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United

States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own prope@ for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and

in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which **are** not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

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EJCDC No. 1910-8 (1996 Edition)

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*–Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*–The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*–The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*–Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*–The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*–The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*–The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*–Performance and payment bonds and other instruments of security.

9. *Change Order*–A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*–A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*–The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*–The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*–The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*–The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*–The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*–See paragraph 11.01.A for definition.

17. *Drawings*–That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*–The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*–The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*–An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*–A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*–Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*–The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*–The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*–Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*–Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*–A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*–The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*–A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*–The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*–Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*–Polychlorinated biphenyls.

33. *Petroleum*–Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*–The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*–The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*–Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*–The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*–Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*–All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*–Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*–That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*–An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*–The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*–That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*–A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*–All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*–Work to be paid for on the basis of unit prices.

48. *Work*–The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*–A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*–A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 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"

SPECIFICATIONS:

Hidalgo County Precinct No. 1
-"Paving & Drainage Improvements to: Mile 4W (10N - 12N)"

SCOPE OF WORK, SPECIFICATION REQUIREMENTS AND OTHER TERMS & CONDITIONS:

The County Of Hidalgo requests proposals for:
Hidalgo County Precinct No.1 – "Paving & Drainage Improvements to Mile 4W (10N - 12N)"
(See attached specifications as prepared by SAM Engineering & Surveying)

Engineering Firm Contact:
Sam Engineering & Surveying
200 South 10th Street, Ste. 1607
McAllen, Texas 78501
(956) 702-8880

Hidalgo County Precinct No. 1
A.C. Cuellar Jr., County Commissioner
956-968-8733

Hidalgo County Purchasing Department
Program Contact:
Martha L. Salazar, CPPB, Purchasing Agent
956-318-2626

TECHNICAL SPECIFICATIONS

SECTION 01568 - EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

WORK INCLUDED

Provide all equipment and materials, and do all work necessary to construct complete erosion and sediment control program for minimizing erosion and siltation during the construction phase of the project. The erosion and sediment control provisions specified herein are the minimum requirements for an erosion control program. The Contractor shall provide additional erosion and sediment control materials and methods as required to affect the erosion and siltation control principles specified herein.

SUBMITTALS

Proposed methods, materials to be employed, and schedule for effective erosion and siltation control as well as preventing erosion damage shall be submitted for approval. Submittals shall include:

Propose methods for effecting erosion and siltation control, including plans indicating location of erosion control devices and siltation basins.

List of proposed materials including manufacturer's product data.

Schedule of erosion control program indicating specific dates from implementing programs in each major area of work.

EROSION CONTROL PRINCIPLES

The following erosion control principles shall apply to the land grading and construction phases:

Stripping of vegetation, grading, or other soil disturbance shall be done in a manner, which will minimize soil erosion.

Whenever feasible, natural vegetation shall be retained and protected.

Extents of areas, which are exposed and free of vegetation and the duration of its exposure, shall be kept within practical limits.

Temporary seeding, mulching, or other suitable stabilization measures shall be used to protect exposed critical areas during prolonged construction or other land disturbances.

Drainage provisions shall accommodate increased runoff resulting from modifications of soil and surface conditions during and after development or disturbance. Such provisions shall be in addition to existing requirements.

Sediment shall be retained on-site.

Erosion control devices shall be installed as early as possible in the construction sequence prior to start of clearing and grubbing operations and excavation work.
Cut and fill slopes and stockpiled materials shall be protected to prevent erosion. Slopes shall be protected with permanent erosion protection when erosion exposure period is expected to be greater than or equal to six months, and temporary erosion protection when erosion exposure period is expected to be less than six months.

Permanent erosion protection shall be accomplished by seeding with grass and covering with an erosion protection material, as appropriate for prevailing conditions.

Temporary erosion protection shall be accomplished by covering with an erosion protection material, as appropriate for prevailing conditions.

PART 2 - PRODUCTS

HAY BALES

Hay bales for construction of erosion control devices shall be new, firm, wire or nylon-bound livestock feed-grade.

SILT FENCING

Silt fencing for construction of erosion control devices shall be new and un-used. Silt fencing shall be as approved by the Engineer.

PART 3 - EXECUTION

HAY BALE CHECK DAM

Hay bale check dam shall be constructed and installed at surface runoff discharge points from the major work areas before start of clearing and grubbing.

HAY BALE CATCH BASIN FILTER

Catch basin filters shall be placed at all inlets to drainage structures as structures are installed. Outlet protection work shall be constructed before runoff is allowed to enter the drainage system. Construction and location of catch basins filters shall be as those areas affected by surface runoff from the area of construction. Existing catch basins will be protected from sediment.

MAINTENANCE AND REMOVAL OF EROSION CONTROL DEVICES

Watercourses and drainage swales adjacent to construction activities shall be monitored twice each month for evidence of silt intrusion and other adverse environmental impacts, which shall be corrected immediately upon discovery.

Culverts, drainage ditches and storm sewer pipes shall be kept clean and clear of obstructions during construction.

EROSION CONTROL DEVICES

Sediment behind the erosion control device shall be checked twice a month and after each heavy rain. Silt shall be removed if greater than six (6) inches deep.

Conditions of erosion control devices shall be checked twice each month or more frequently as required. Damaged and/or deteriorated items shall be replaced. Erosion control devices shall be maintained in place and in effective condition.

Hay bales shall be inspected frequently and maintained or replaced as required to maintain both their effectiveness and essentially their original condition. Underside of bales shall be kept in close contact with the earth below at all times, as required to prevent water from washing beneath bales.

Silt fences shall be maintained plum and anchored to the ground without any major tears in material that will allow sediment to be released. Any torn or destroyed silt fence shall be replaced. Silt fence shall be kept in close contact with the earth below at all times, as required to prevent water from washing beneath the silt fence.

Sediment deposits shall be disposed of properly, in a location and manner which will not cause sediment

nuisance elsewhere.

REMOVAL OF EROSION CONTROL DEVICES

Erosion control devices shall be maintained until all disturbed earth has been paved or vegetated, at which time they shall be removed. After removal, areas disturbed by these devices shall be re-graded and seeded.

Erosion protection material shall be kept securely anchored until acceptance of completed entire Project.

PAYMENT

Erosion and sediment control shall be incidental and subsidiary to bid items identified in proposal form.

END OF SECTION

SECTION 01570 - TRAFFIC REGULATION

PART 1 GENERAL

SECTION INCLUDES:

Construction parking control.

Flag persons.

Flares and lights.

Haul routes.

Traffic signs and signals.

Removal.

PART 2 PRODUCTS

SIGNS, SIGNALS, AND DEVICES

Post Mounted and Wall Mounted Traffic Control and Informational

Signs.

Traffic Control Signals: As approved by local jurisdictions.

Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.

Flagman Equipment: As required by local jurisdictions.

PART 3 EXECUTION

CONSTRUCTION PARKING CONTROL

Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Owner's operations.

Monitor parking of construction personnel's vehicles [in existing facilities]. Maintain vehicular access to and through parking areas.

Prevent parking on or adjacent to access roads or in non- designated areas.

FLAGPERSONS

Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

FLARES AND LIGHTS

Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

HAUL ROUTES

Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access.

TRAFFIC SIGNS AND SIGNALS

At approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.

Install and operate traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control, and areas affected by Contractor's operations.

Relocate as Work progresses, to maintain effective traffic control.

REMOVAL

Remove equipment and devices when no longer required.

Repair damage caused by installation.

Remove post settings to a depth of 2 feet.

END OF SECTION

SECTION 02100 – SITE PREPARATION AND GRADING

PART 1 GENERAL

SECTION INCLUDES

Remove surface debris.

Clear site of plant life and grass. Being careful to avoid plant life and other features (such as protected wetlands and the associated buffer) remaining as a portion of final landscaping as designated by OWNER.

Remove trees and shrubs.

Remove root system of trees and shrubs.

PART 2 PRODUCTS

MATERIALS

All materials and equipment used in conjunction with this work shall be considered incidental to the work.

PART 3 EXECUTION

PROTECTION

Notify corporations, companies, individuals, or authorities owing utilities running to property before work begins and immediately notify any utilities encountered during excavating operations.

Cap or remove services in accordance with instructions by owners of services.

Protect, support, and maintain utilities that are to remain.

Protect trees, plant growth, and features designated to remain as final landscaping.

Protect benchmarks from damage or displacement.

CLEARING

Clear areas required for access to site and execution of Work. Remove trees and shrubs within marked areas. Remove stumps and root system to a minimum depth of 12 inches.

Clear undergrowth and deadwood without distributing subsoil. Herbicides shall not be used unless directed by OWNER.

REMOVAL

Remove debris, rock, and extracted plant life as directed by OWNER.

Remove topsoil to entire depth in areas where grade is to be raised and in all areas to be covered by structure, walk, or paving. Stockpile where indicated on Drawings or designated by OWNER. Stockpile for proper drainage. Strip stockpile areas of vegetation prior to stockpiling.

END OF SECTION

SECTION 02252 – CEMENT STABILIZED SAND

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Cement stabilized sand for backfill and bedding.

1.2 REFERENCES

A. ASTM C31 – Standard Practice for Making and Curing Concrete Test Specimens in the Field.
B. ASTM C33 – Standard Specification for Concrete Aggregates (Fine Aggregate).
C. ASTM C40 – Standard Test Method for Organic Impurities in Fine Aggregates for Concrete.
D. ASTM C94 – Standards Specification for Ready-Mixed Concrete.
E. ASTM C123 – Standard Test Method for Lightweight Pieces in Aggregate.
F. ASTM C142 – Standard Test Method for Clay Lumps and Friable Particles in Aggregates.
G. ASTM C150 – Specification for Portland Cement.
H. ASTM D698 –Test Methods for Moisture – Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb. (2.49-kg) Rammer and 12-in. (304.8mm) Drop.
I. ASTM D1633 – Standard Test Method for Compressive Strength of Molded Soil-Cement Cylinders.
J. ASTM D2487 – Standard Test Method for Classification of Soils for Engineering Purposes (Unified Soil Classification System).
K. ASTM D4318 –Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.3 SUBMITTALS

A. Submittals shall conform to requirements of Section 01300 - Submittals.
B. Submit proposed design mix and test data for sand-cement mixture.

1.4 DESIGN REQUIREMENTS

A. Design sand-cement mixture to produce a minimum unconfined compressive strength of 100 pounds per square inch in 48 hours compacted to 95 percent of ASTM D698 and when cured in accordance with ASTM C31, item 9, and tested in accordance with ASTM C31. Mix shall contain a minimum of 1-1/2 sacks of cement per cubic yard.

PART 2 PRODUCTS

2.1 MATERIALS

A. Cement: Type 1 Portland Cement conforming to ASTM C150.
B. Sand: Clean, durable sand meeting grading requirements for fine aggregates of ASTM C33, or requirements for Bank Run Sand of Section 02253, and the following requirements:
    1. Classified as SW, SP, or SM by the United Soil Classification System of ASTM D2487.
    2. Verify through reference tests that content of deleterious materials in sand is within following limits:
        a. Clay lumps, ASTM C142; less than 0.5 percent.
        b. Lightweight pieces, ASTM C123; less than 5.0 percent.
        c. Organic impurities, ASTM C40; color no darker than the standard color.
    3. Plasticity index of 4 or less when tested in accordance with ASTM D4318.
C. Water: Potable water, free of oils, acids, alkalies, organic matter or other deleterious substances, meeting requirements of ASTM C94.

2.2 MIXING MATERIALS

A. Add required amount of water and mix it thoroughly in a pugmill-type mixer.

B. Stamp batch ticket at plant with time of loading. Material not placed and compacted within 4 hours after loading shall be rejected.

PART 3 EXECUTION

3.1 PLACING

A. Place sand-cement mixture in 8-inch-thick loose lifts and compact to 95 percent of ASTM D698. Perform compaction of sand-cement mixture within 4 hours after addition of water to mix at the site.

B. Do not place sand-cement mixture in standing or free water.

3.2 FIELD QUALITY CONTROL

A. Testing will be performed under provisions of Section 01410 – Testing Laboratory Services.

B. Random samples of delivered product will be taken in the field at point of delivery and tested in accordance with ASTM D1633.

END OF SECTION

SECTION 02510 ASPHALTIC CONCRETE PAVING

PART 1 GENERAL

SECTIOIN INCLUDES:

A. PRIME COAT (CUTBACK ASPHALTIC MATERIAL)

B. HOT-MIX ASPHALTIC PAVEMENT "TYPE D"

C. SURFACE TRETMENTS

D. PRIME COAT (CUTBACK ASPHALTIC MATERIAL)

DESCRIPTION:
This item shall govern for the application of asphaltic material on the complete base course and/or other approved areas in accordance with these specifications.

MATERIALS:
The asphaltic material for the prime shall be cutback MC-30 and shall be applied at 0.20 gallons per S.Y. and shall meet the requirements of Item 300, "Asphalts, Oils and Emulsions" of the 1993 Texas Department of Transportation Standard Specifications.

CONSTRUCTION METHODS:
Prime Coat shall not be applied when the air temperature is below 60° F and falling, but it may be applied when the air temperature is above 50° F and rising, the air temperature being taken in the shade and away form artificial heat. Asphaltic material shall not be placed when general weather conditions are not suitable.

When the area and/or base are satisfactory to receive the prime coat, the surface shall be prepared by sweeping or other approved methods.

The asphaltic material shall be applied on the prepared surface by an approved self-propelled pressure distributor so operated as to distribute the material in one or several applications to achieve the rate shown on the plans, evenly and smoothly, under a pressure necessary for proper distribution.

The Contractor shall provide all necessary facilities and equipment for determining the temperature of the asphaltic material in all of the heating equipment and in the distributor, for determining the rate at which it is applied, and for securing uniformity at the junction of two (2) distributor loads.

All equipment used in storing or handling asphaltic material shall be kept clean and in good operating condition at all times and shall be operated in such a manner that there will be no contamination of the asphaltic material.

No traffic, hauling or placing of any subsequent courses shall be permitted over the freshly applied prime coat. Two fair weather days is the usual curing period before subsequent courses are placed.

The contractor shall be responsible for the maintenance of he surface until it is covered with the specified pavement course.

The contractor shall apply the asphalt at a temperature within the limits recommended in said Item 300 "Asphalts, Oils and Emulsions"

MEASUREMENT:
The quantity of cutback Asphaltic Prime Coat shall be measured in square yards of the area primed at the rate of 0.20 gallons per S.Y.

PAYMENT:
The work performed and materials furnished will not be paid for directly, but shall be incidental to the H.M.A.C.

E. HOT-MIX ASPHALTIC CONCRETE PAVEMENT

DESCRIPTION:
This item shall consist of a base course, a leveling up course, a surface course or any combination of these courses as shown on the plans, each to be composed of a compacted mixture of mineral aggregate an asphaltic material mixed hot in a plant.

The pavement shall be constructed on the previously completed and approved subgrade, base, existing pavement, bituminous surface or in the case of a bridge, on the prepared floor slab, as herein specified and in accordance with the details shown on the plans.

MATERIALS AND PAVING MIXTURES:
Materials and paving mixtures used in Hot Mix Asphaltic Concrete Pavement shall meet the Material and Paving mixtures requirements as set fourth in item 340 "Hot Mix Asphaltic Concrete Pavement" of the 2004 Texas Department of Transportation (TxDOT) Standard Specifications except that reclaimed asphalt pavement (RAP) will not be permitted. Crushed gravel screening may be used.

Prior to laying any asphalt, Contractor shall submit a Hot-Mix-Concrete mixture design for approval. The contractor shall provide for quality control at the plant to ensure that paving material delivered to the site conforms to the requirements of these specifications and to the mix design.

CONSTRUCTION METHODS:
Construction methods used in hot-mix Asphaltic Concrete Pavement shall beet the Construction Methods requirements as set fourth in Item 340 "Hot-Mix Asphaltic Concrete Pavement" of the Texas Department of Transportation Standard Specifications, 1993, with the following additions:

Applications of Hot-Mix Asphaltic Concrete Pavement shall not begin unless the temperature is at least 50° F in the shade and rising.

EQUIPMENT:
Mixing plants and all equipment used to lay and compact the mixture that will not continuously produce a mixture or mat meeting all of the requirements here, and on the engineering plans, shall not be allowed.

MEASUREMENT:
The quantity of asphaltic concrete pavement shall be measured by square yards as actually placed at the rate or thickness specified and compacted in the complete and accepted work in accordance with the plans and specifications for the project.

PAYMENT:
The work performed and the materials furnished, will be paid for by the number of square yards of

asphaltic concrete pavement placed at the contract unit price bid per square yard which includes cleaning the existing base course and the prime coat at the specified rate of application.

F. SURFACE TREATMENTS

DESCRIPTION:
This item shall govern for the construction of a surface treatment composed of a single, double or triple application of asphaltic material, each covered with aggregate, constructed on existing pavements or on the prepared base course or surface in accordance with these specifications. This item shall also govern for the

furnishing of aggregates (Stockpiled). Quantities for the different types of surfaces and materials will be as shown on the Basis of Estimate in the plans.

This item shall meet the requirements of Item 316 "Surface Treatment" of the Texas Department of Transportation 2004 Standard Specifications for the construction of Highways, Streets and Bridges with the exceptions, as modified below.

1) General. The fifth paragraph is voided and replaced by the following:

Unless otherwise authorized by the Engineer in writing, surface treatments shall be applied during the warm weather period between April 15 and September 15 when the air temperature taken in the shade is above 70° F and is rising. Surface treatments shall not be applied when the air temperature is below 80° F and is falling. Asphaltic material shall not be placed when general weather conditions are not suitable, in the opinion of the Engineer.

The eleventh paragraph is voided and replaced by the following:

Aggregate stockpiles remaining on the public's right-of-way after the final payment of the project will become property of the city of Pharr.

(2) Materials to be used and the rate of applications are as follow:
(A) Aggregate (Type PB GR 4) (1CY/ 125 S.Y.)
(B) Tack Coat (AC-15P) (0.30 Gal/S.Y.)

MEASUREMENT:
Surface treatment will be measured by the square yard of complete surface area covered with the types, grades and rates of materials specified on the plans or approved by the Engineer.

PAYMENT:
The work performed and materials furnished will not be paid for directly, but shall be incidental to the H.M.A.C.

END OF SECTION

SECTION 02511- CALICHE PAVING

PART 1 - GENERAL

SUBMITTALS:

Test Results

QUALITY ASSURANCE

Testing: Sampling and testing will be done independent testing laboratory paid for by CONTRACTOR.

PART 2 PRODUCTS

MATERIALS

Caliche-paving materials to meet the requirements of, TxDOT 2004 Standard Specifications Item 247.
Material to be Grade 4.
Material to have a minimum laboratory California Bearing Ratio of 50.
Prime coat: MC-1

PART 3 EXECUTION

PREPARATION

Check subgrade as to soundness, outline, and contour. Prepare subgrade for areas to be paved by scraping down bumps and irregularities to obtain smooth, even bed.

Remove and replace with any area, including soft or spongy spots, where displacement in subgrade is more than ½ inch in front of rollers.

INSTALLATION

Place materials when surface is dry and atmospheric temperature is above 40^{O} F.

Prior to and during compaction shape material and maintain to dimensions and contour. Keep surface of each layer true and smooth.

Compact to 98% of maximum density before succeeding layer is placed.

Variations from true profile and section shall not be more than 3/8 inch.

Prime compacted caliche surface at the rate of 0.20 gallons per square yard.

FIELD QUALITY ASSURANCE

Testing: Optimum Moisture Content and Maximum Density: Comply with AASHTO T99, Method C, with replacement of fraction aggregate retained on 3/4 inch sieve with No. 4 to 3/4 inch material.

END OF SECTION

SECTION 02611 - REINFORCED CONCRETE PIPE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Reinforced concrete pipe for sanitary sewers and storm sewers.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for reinforced concrete pipe under this Section. Include cost in unit price Work as specified in following Sections:
    a. Section 02426 - Sewer Line in Tunnels.
    b. Section 02531 - Gravity Sanitary Sewers.
    c. Section 02631 - Storm Sewers.

2. Refer to Section 01270- Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for Work in this section is included in total Stipulated Price.

1.03 REFERENCES

A. ASTM C 76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.

B. ASTM C 443 - Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe Using Rubber Gaskets.

C. ASTM C 497 - Standard Test Method for Concrete Pipe, Manhole Sections, or Tile.

D. ASTM C 506 - Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain and Sewer Pipe

E. ASTM C 655 - Standard Specification for Reinforced Concrete D-load Culvert, Storm Drain and Sewer Pipe.

F. ASTM C 877 - Standard Specification for External Sealing Bands for Noncircular Concrete Sewer, Storm Drain, and Culvert Pipe.

1.04 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

B. Submit complete product data for pipe, fittings and gaskets for approval. Indicate conformance to appropriate reference standards.

C. Submit manufacturer's certificate that concrete pipes meet applicable standards.

D. For jacking pipe, submit drawings and data describing grouting port design and closure procedures when required by Section 02431 - Tunnel Grout, including liner repair, as applicable.

PART 2 PRODUCTS

2.01 REINFORCED CONCRETE PIPE

A. Conform circular reinforced concrete pipe to requirements of ASTM C 76, for Class III wall "B" thickness. Conform to rubber gasket joints for sanitary sewers and storm sewers and tongue and groove for roadside ditch culverts to ASTM C 443.

B. Conform reinforced concrete arch pipe to requirements of ASTM C 506 for Class A-III. Joints shall conform to ASTM C 877.

C. Reinforced concrete elliptical pipe, either vertical or horizontal, shall conform to requirements of ASTM C 507 for Class VE-III for vertical or Class HE-III for horizontal. Use rubber gasket joints conforming to ASTM C 877.

D. Conform reinforced concrete D-load pipe requirements of ASTM C 655.

2.02 GASKETS

A. When no contaminant is identified, furnish rubber gasket conforming to ASTM C 443 for circular reinforced concrete pipe and rubber gasket conforming to ASTM C 877 for reinforced concrete elliptical pipe.

2.03 LINERS FOR SANITARY SEWER PIPE

A. Reinforced concrete pipe for sanitary sewers shall be PVC lined and conform to Section 02427 - Plastic Liner for Large Diameter Concrete Sewers and Structures.

B. Reinforced concrete pipes to be installed in potentially contaminated areas shall have liners recommended by manufacturer as resistant to contaminants identified in Phase II Environmental Site Assessment Report.

2.04 SOURCE QUALITY CONTROL

A. Engineer or Owner's representative will inspect manufacturer's plant and casting operations as deemed necessary.

PART 3 EXECUTION

3.01 INSTALLATION

A. Conform to requirements of following Sections, as applicable:
1. Section 02448 - Pipe and Casing Augering for Sewers.
2. Section 02531 - Gravity Sanitary Sewers.
3. Section 02631 - Storm Sewers.
4. Section 02441 - Micro-tunneling and Pipe-Jacked Tunnels.

B. Install reinforced concrete pipe in accordance with manufacturer's recommendations.

END OF SECTION

SECTION 02710 - BASE COURSE

PART 1 GENERAL

1.01 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. American Association of State Highway and Transportation Officials (AASHTO):
   a. T11, Standard Method of Test for Materials Finer Than 75μm (No. 200) Sieve in Mineral Aggregates by Washing.
   b. T27, Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates.
   c. T89, Standard Specification for Determining the Liquid Limit of Soils.
   d. T90, Standard Specification for Determining the Plastic Limit and Plasticity Index of Soils.
   e. T96, Standard Specification for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
   f. T99, Standard Specification for the Moisture-Density Relations of Soils Using a 2.5 kg (5.5 pound) Rammer and a 305 mm (12 in) Drop.
   g. T180, Standard Specification for Moisture-Density Relations of Soils Using a 4.54 kg (10-lb) Rammer and a 457 mm (18-in) Drop.
   h. T190, Standard Specification for Resistance R-Value and Expansion Pressure of Compacted Soils.
   i. T265, Standard Method of Test for Laboratory Determination of Moisture Content of Soils.
   j. T310, Standard Specification for In-Place Density and Moisture Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).
2. ASTM International (ASTM):
   a. C88, Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate.
   b. D1883, Test Method for CBR (California Bearing Ratio) of Laboratory Compacted Soils.
   c. D2419, Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
   d. D4791, Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate.

1.02 DEFINITIONS

A. Completed Course: Compacted, unyielding, free from irregularities, with smooth, tight, even surface, true to grade, line, and cross-section.

B. Completed Lift: Compacted with uniform cross-section thickness.

C. Standard Specifications: When referenced in this section, shall mean Standard Specifications for Construction of Highways, Streets, and Bridges, Texas Department of Transportation, 1993, latest edition.

1.03 QUALITY ASSURANCE

A. Reference Standards: Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified.

1. TxDOT Items 210 and 216 (Rolling).
2. TxDOT Item 247, Flexible Base.

1.04 SUBMITTALS

A. Informational Submittals:

1. Certified Test Results on Source Materials: Submit copies from commercial testing laboratory 20 days prior to delivery of materials to Project showing materials meeting the physical qualities specified.
2. Certified results of in-place density tests from independent testing agency.
3. Delivery Tickets: Furnish to Engineer copies of all delivery tickets.
4. Statement of qualifications for independent testing laboratory.

PART 2 PRODUCTS

2.01 FLEXIBLE BASE MATERIALS

A. General:

1. Materials and mix designs used in the production of flexible base, including base course and gravel surfacing, shall generally conform to the standards presented in the Standard Specification for Construction of Highways, Streets and Bridges published by the Texas Department of Transportation, latest edition.
2. Flexible base materials shall meet the physical requirements for the specified grade(s) as set forth in Table 1. Provide Grade 1 flexible base.

Table 1
Physical Requirements

Grade	1
Triaxial Class	1
Min. compressive strength at 0 psi Lateral pressure (psi)	45
Min. Compressive Strength at 15 psi Lateral pressure (psi)	175
Master Grading	1-3/4" 0 7/8" 10-35 3/8" 30-50 No. 4 45-65 No. 40 70-85
Max. Liquid Limit	35
Max. Plasticity Index	10
Max. Wet Ball Mill Mix	40
Max. Increase in Passing No. 40	20

Notes:
1. Gradating requirements are percent retained on square sieves.
2. When a magnesium soundness value is shown or specified, the material will be tested in accordance with Test Method Tex-411-A.
3. Additives such as, but not limited to, lime cement or fly ash shall not be used to alter the soil contents or strengths shown in Table 1.
4. The base material shall have a maximum Bar Linear Shrinkage of 2 percent as determined by Test Method Tex-107-E, Part II.

B. The flexible base shall be Type A.

1. Type A material shall be crushed stone produced from oversized quarried aggregate, sized by crushing and produced from a naturally occurring single source. Crushed gravel or uncrushed gravel shall not be acceptable for Type A material. No blending of sources and/or additive materials will be allowed in Type A material.

C. Testing:

1. Testing of flexible base materials shall be in accordance with the following standard laboratory test procedures:

a. Preparation for Soil Constants and Sieve Analysis: Tex-101-E.
b. Moisture Content: Tex-103-E.
c. Liquid Limit: Tex-104-E.
d. Plastic Limit: Tex-106-E.
e. Plasticity Index: Tex-106-E.
f. Linear Shrinkage: Tex-107-E.
g. Sieve Analysis: Tex-110-E.
h. Moisture-Density Determination: Tex-113-E.
i. Roadway Density: Tex-115-E.
j. Wet Ball Mill: Tex-116-E.
k. Triaxial Tests (Part I or II as selected by Engineer): Tex-117-E.
l. Particle Count: Tex-460-A, Part I.
m. Los Angeles Abrasion: ASTM C131 (Grade A).

2. Samples for testing the base material for trixial class, soil constants, gradation, and wet ball mill will be taken prior to the compaction operations.

2.02 BASE COURSE

A. As specified for Type A, Grade 1, in Section 247, of the Standard Specifications, as specified above.

2.03 GRAVEL SURFACING

A. Type A, Grade 1, as specified in Section 247, of the Standard Specifications, as specified above.

2.04 SOURCE QUALITY CONTROL

A. Perform tests necessary to locate acceptable source of materials meeting specified requirements. Material shall be provided from a commercial source. Blending of materials from more than one source will not be allowed.

B. Final approval of aggregate material will be based on test results of installed materials.

C. Should separation of coarse from fine materials occur during processing or stockpiling, immediately change methods of handling materials to correct uniformity in grading.

PART 3 EXECUTION

3.01 GENERAL

A. The Contractor shall produce, transport, place, and compact the flexible base in accordance with the requirements herein.

3.02 SUBGRADE PREPARATION

A. Prior to delivery of the base material, the subgrade or existing roadbed shall be shaped to conform to the typical sections as shown on the Drawings or established by the Engineer.

B. As specified in Section 02319, Subgrade Preparation.

C. Obtain Engineer's acceptance of subgrade before placing base course or surfacing material.

D. Do not place base course or surfacing materials on soft, muddy, or frozen subgrade.

E. Unless otherwise allowed by the Engineer, the Contractor shall proof roll the roadbed to locate unstable areas of earthwork or subgrade in accordance with the following:

1. Equipment:

a. Proof-rolling equipment shall consist of not less than four pneumatic tired wheels, running on axles carrying not more than two wheels, and mounted in a rigid frame and provided with loading platform or body suitable for ballast loading.
b. The proof roller shall have a rolling width 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.
c. The tires shall be capable of operating under the various loads with variable air pressure up to 150 pounds per square inch. Tires shall be practically full of liquid.
d. The proof roller shall be towed by a suitable crawler type tractor or rubber tired tractor of adequate tractive capacity, or may be of the self-propelled type.
e. Rubber-tired tractive equipment shall be used on base courses and asphalt pavements.
f. The heavy pneumatic tire roller unit shall be capable of turning 180 degrees in the crown width or operating in forward and reverse modes.

2. Operation:
a. A minimum of two coverages of the proof roller will be required.
b. Each succeeding trip of the proof roller shall be offset by not greater than one tire width.
c. Rollers shall be operated at speeds between 2 and 6 miles per hour.

3. Where the operation of the proof-roller unit shows an area to be unstable or non-uniform, it shall be corrected as directed by the Engineer.

3.03 EQUIPMENT

A. Hauling Equipment: Vehicles for hauling aggregate or mixtures of aggregate and water shall be capable of depositing the material into or in front of spreading equipment with minimum of segregation.

B. Spreading Equipment: The equipment shall be capable of spreading and striking off material to the designated line, grade, and transverse slope with a uniform surface texture free of excessive segregation or fractures of material.

C. Compaction Equipment: Adequate in design and number to provide compaction of materials to a firm, even surface and to obtain specified density for each layer.

3.04 HAULING AND SPREADING

A. Hauling Materials:

1. Do not haul over surfacing in process of construction.
2. Loads: Of uniform capacity.
3. Maintain consistent gradation of material delivered; loads of widely varying gradations will be cause for rejection.

B. Spreading Materials:

1. Distribute material to provide required density, depth, grade, and dimensions with allowance for subsequent lifts.
2. Produce even distribution of material upon roadway or prepared surface without segregation.
3. Should segregation of coarse from fine materials occur during placing, immediately change methods of handling materials to correct uniformity in grading.

3.05 CONSTRUCTION OF COURSES

A. Construction of Courses: In accordance with Section 247, of the Standard Specifications, and as described below.

B. First Course:

1. Base material shall be spread uniformly in 6-inch maximum lifts and shaped the same day as delivered. In the event inclement weather or other unforeseen circumstances render this impractical, the material shall be shaped as soon as practical.

2. Prior to compacting the flexible base, the flexible base material shall be bladed and shaped to conform to the typical sections as shown on the Drawings.
3. All areas of segregated coarse or fine material shall be corrected or removed, and replaced with well-graded material, as directed by the Engineer, at no additional expense to Owner.

C. Succeeding or Finish Courses:
1. Construction methods shall be the same as required for the first course.
2. Throughout this entire operation, the shape of each course shall be maintained by blading.
3. Upon completion, the surface shall be smooth and in conformity with the typical section as shown on the plans and the established lines and grades.
4. Prior to placing the surfacing on the completed base, the base shall be cured to the extent directed by the Engineer.

D. Gravel Surfacing:
1. Completed Course Total Thickness: 6 inches.
2. Spread on preceding course in accordance with cross-section shown.
3. Blade lightly and roll surface until material is thoroughly compacted.

3.06 ROLLING AND COMPACTION

A. In accordance with Section 247, of the Standard Specifications, and as described below.

B. Compaction:
1. Roller Type:
a. The flexible base shall be compacted by using a power roller. Roller shall be a flat wheel, tamping, or other roller suitable for compaction of flexible base.
2. Water:
a. Water used for compaction shall be potable.
b. Water shall be applied with sprinklers equipped with positive and rapidly working cut-off valves and approved spray bars which will ensure the distribution of water in a uniform and controllable rate of application.
c. The Contractor shall apply the water in the required quantity to reach the specified density.
3. Compaction Procedures:
a. The flexible base shall be sprinkled as required and compacted to the extent necessary to provide not less than 100 percent density as determined by Test Method Tex-113-E, unless otherwise shown on the Drawings or specified.
b. Rolling with a power roller shall start longitudinally at the sides and proceed towards the center overlapping on successive trips by at least one-half of the width of the rear wheel of the power roller.
c. Alternate trips of the roller shall be slightly different in length. Rolling shall continue until specified density is reached.
d. The roller shall be operated at a speed between 2 and 3 miles per hour.
4. Density:
a. Each layer (maximum 6 inches) shall be compacted to the required density.
b. Prior to and in conjunction with the rolling operation, each layer shall be brought to the moisture content necessary to obtain the required density and shall be kept leveled with suitable equipment to ensure uniform compaction over the entire layer.
c. The density determination will be made in accordance with Test Method Tex-113-E. Field density determination will be made in accordance with Test Method Tex-115-E.
5. Reworking:
a. If the material fails to meet the density requirements or it loses the required stability, density, or finish before the next course is placed or the Project is completed, it shall be reworked, recompacted, and retested at Contractor's expense.

3.07 SURFACE TOLERANCES

A. Blade or otherwise work surfacing as necessary to maintain grade and cross-section at all times, and to keep surface smooth and thoroughly compacted.

B. Flexible base roadways will be measured for depth in accordance with Test Method Tex-140-E. If flexible base is deficient by more than 1/2 inch in thickness, the deficiency shall be corrected by scarifying, adding material as required, reshaping, recompacting and refinishing, at the Contractor's expense.

C. In areas on which surfacing is to be placed, any deviation in excess of 1/4 inch in cross section or 1/4 inch in a length of 16 feet measured longitudinally shall be corrected by loosening, adding, or removing material, reshaping, and recompacting by sprinkling and rolling, at the Contractor's expense.

D. In areas on which no surfacing is to be placed, any deviation in excess of 1/2 inch in cross section or 1/2 inch in a length of 16 feet measured longitudinally shall be corrected by loosening, adding, or removing material, reshaping, and recompacting by sprinkling and rolling, at the Contractor's expense.

E. Overall Average: Within plus or minus 0.01 foot from crown and grade specified.

3.08 FIELD QUALITY CONTROL

A. General: Provide services of approved certified independent testing laboratory to conduct tests. The Contractor shall pay for all testing.

B. In-Place Density Tests:

1. Provide testing laboratory at least 48 hours advance notification prior to testing.
2. Show proof that areas meet specified requirements before identifying density test locations.
3. Test Frequency: One per every four hours of production.

3.09 CLEANING

A. Remove excess material from the Work area. Clean stockpile and staging areas of all excess aggregate.

3.10 ACCEPTANCE OF THE WORK

A. The Contractor shall be responsible for the maintenance of the flexible base roadways until the work is accepted by the Owner. All holes or failures in the surface shall be repaired by use of additional flexible base.

END OF SECTION

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.

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 3rd day of February, 20 16.

Texas Cordia Construction, LLC

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.

General Decision Number: TX160008 01/08/2016 TX8

Superseded General Decision Number: TX20150008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was 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 $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. 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	01/08/2016

* 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

U.S. Department of Housing
and Urban Development

Labor Relations Desk Guide
LR01.DG

DAVIS-BACON
LABOR STANDARDS

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects



January 2012
Previous versions obsolete

INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations on-line:

http://www.hud.gov/offices/olr

Obtain additional copies of this Guide and other publications at our website or by telephone from HUD's Customer Service Center at (800)767-7468.

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CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

1-1 DAVIS-BACON AND OTHER LABOR LAWS.

a. **The Davis-Bacon Act (DBA).** The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U. S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

b. **The Contract Work Hours and Safety Standards Act (CWHSSA).** CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts ***except*** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to prime contracts of $100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. (See also Labor Relations Letter SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provision, available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

c. **The Copeland Act (Anti-Kickback Act).** The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

d. **The Fair Labor Standards Act (FLSA).** The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

1-2 DAVIS-BACON REGULATIONS.

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7***. Part 1 explains how the DOL establishes and publishes DBA wage determinations (aka wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available on-line on the World Wide Web:
http://www.dol.gov/dol/allcfr/Title_29.htm

1-3 CONSTRUCTION CONTRACT PROVISIONS

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally bound into the contract specifications.

a. The labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects

administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction or the HUD-5370-EZ (construction contracts ≤$100,000) which are used for Public and Indian Housing projects.

HUD program labor standards forms are available on-line at:
www.hud.gov/offices/adm/hudclips/index.cfm

b. Davis-Bacon Wage Decisions. The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:
http://www.wdol.gov

1-4 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR

The principal contractor (also referred to as the ***prime*** or ***general contractor***) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator, below.)

To make this Guide easier to understand, the term "prime contractor" will mean the principal contractor; "subcontractor" will mean all subcontractors including lower-tier subcontractors; and the term "employer" will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

1-5 RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR.

The ***contract administrator*** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 2-1, ***The Wage Decision***) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see 2-6, ***Compliance Reviews***) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff. But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs), Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

CHAPTER 2 HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS

WHERE TO START? Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

SECTION I - THE BASICS

2-1 THE WAGE DECISION.

Davis-Bacon labor standards stipulate the wage payment requirements for Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable Davis-Bacon wage decision.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 1-3, Construction Contract Provisions.

a. **The work classifications and wage rates.** A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the contract administrator (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

b. **Posting the wage decision.** If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of the DOL Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The Employee Rights under the Davis-Bacon Act poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

The Employee Rights under the Davis-Bacon Act poster (WH-1321) replaces the Notice to all Employees. The new poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

2-2 ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES.

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an additional classification and wage rate. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

a. **Additional classification rules.** Additional classifications and wage rates can be approved if:

1. The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the county where the project is located).

2. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)

3. The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,

4. The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

b. **Making the request.** A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.

c. **HUD review.** The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

   If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will not approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

d. **DOL decision.** The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

   If the DOL does not approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 CERTIFIED PAYROLL REPORTS.

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

a. **Payroll formats.** The easiest form to use is DOL's WH-347, Payroll. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

You are not required to use Payroll form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

b. **Payroll certifications.** The weekly payrolls are called certified because each payroll is signed and contains language certifying that the information is true and correct. The payroll certification language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions and the Payroll form WH-347 in a "fillable" PDF format at this address:
www.dol.gov/whd/forms/wh347.pdf

c. **"No work" payrolls.** "No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. (See tip box, for "no work" payroll exemption!) However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you number payrolls consecutively or if you send a note, you do not need to send "no work" payrolls.

If you number your payroll reports consecutively, you do not need to submit "no work" payrolls!

d. **Payroll review and submission.** The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

e. **Payroll retention.** Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

f. **Payroll inspection.** In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 DAVIS-BACON DEFINITIONS.

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

a. **Laborer or mechanic.** "Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, and trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.

1. **Working foremen**. Foremen or supervisors that regularly spend more than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.

2. **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

b. **Employee.** Every person who performs the work of a laborer or mechanic is "employed" regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, Labor standards compliance requirements for self-employed laborers and mechanics. Labor Relations Letters and other helpful Labor Relations publications are available at HUD's Labor Relations web site (see the list of web site addresses in the Appendix).

c. **Apprentices and trainees.** The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training programs. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months - 1 year: 70%; etc. The percentage is applied to the journeyman's wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman's wage rate on the applicable wage decision for that craft.

1. **Probationary apprentice.** A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.

2. **Pre-apprentice.** A "pre-apprentice", that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is not considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.

3. **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use on the job site cannot exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

d. **Prevailing wages or wage rates.** Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate unless you provide bona fide fringe benefits for your employees.

   1. **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates provided the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. Accurate time records must be maintained for any piece-work employees. If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.

e. **Fringe benefits** Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits do not include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the total hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires $10/hour basic rate plus $5/ hour fringe benefits, you must pay no less than that total ($15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay $15 in base wage with no fringe benefits, or you could pay $12 basic plus $3 fringe benefits. You can also off-set the amount of the base wage if you pay more in fringe benefits such as by paying or $9 basic plus $6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

f. **Overtime.** Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

g. **Deductions.** You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee.

Referring, again, to our example above where the wage decision requiring a $15 total wage obligation ($10 basic wage plus $5 fringe benefits) was met by paying $9 base wage plus $6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate as stated on the wage decision. In the above example, the employer must pay for overtime: $15/hr ($9 basic + $6 fringe) plus $5 (one-half of $10, the wage decision basic rate) for a total of $20 per hour.

h. **Proper designation of trade.** You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters even if they aren't considered by you to be fully trained as a Carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

    1. **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each classification in which work was performed only if you maintain accurate time records showing the amount of time spent in each classification of work. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.

i. **Site of work.** The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II - REPORTING REQUIREMENTS

2-5 COMPLETING A PAYROLL REPORT.

What information has to be reported on the payroll form? The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's name; his or her work classification (who is working for you and what do they do?), the hours worked during the week, his or her rate of pay, the gross amount earned (how much did they earn?), the amounts of any deductions for taxes, etc., and the net amount paid (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

a. **Project and contractor/subcontractor information.** Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the week dates in the spaces provided. Numbering payrolls is optional but strongly recommended.

b. **Employee information.** Effective January 18, 2009, payrolls shall not report employee addresses or full Social Security Numbers (SSNs). Instead, the first payroll on which each employee appears shall include the employee's name and an individually identifying number, usually the last 4 digits of the employee's SSN. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees, e.g., if two employees have the same name.

   Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for federal labor standards compliance monitoring. Prime contractors may require a subcontractor(s) to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

c. **Work classification.** Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

1. **Apprentices or trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

2. **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

d. **Hours worked.** The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

e. **Rate of pay.** Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you do not participate in approved fringe benefit programs, add the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

1. **Piece-work.** For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

   The effective hourly rate must be reflected on the certified payroll and this hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires $10/hour basic plus $5/hour fringe benefits, the overtime rate would be: ($10 x 1 ½) + $5 = $20/hour.

f. **Gross wages earned.** Show the gross amount of wages earned for work performed on this project. Note: For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, $425.40/$764.85) and base deductions and net pay on the "all projects" earnings.

g. **Deductions.** Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

h. **Net pay.** Show the net amount of wages paid.

i. **Statement of compliance.** The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.

j. **Signature.** Make sure the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. Signatures in pencil; signature stamps; xerox, pdf and other facsimiles are not acceptable.

SECTION III - PAYROLL REVIEWS AND CORRECTIONS

2-6 COMPLIANCE REVIEWS.

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see 1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

a. **On-site interviews.** Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator.

b. **Project payroll reviews.** The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS.

The following paragraphs describe common payroll errors and the corrective steps you must take.

a. **Inadequate payroll information.** If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.

b. **Missing identification numbers.** If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

c. **Incomplete payrolls.** If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.

d. **Classifications.** If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision or the employer may request an additional classification and wage rate (see 2-2). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees. (see 2-8 for instructions about wage restitution.)

e. **Wage rates.** If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

f. **Apprentices and trainees.** If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

g. **Overtime.** If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:

    1. If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at $10 per day per violation. Or,

    2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA overtime violations. Also, the contract administrator may refer the matter to the DOL for further review.

h. **Computations.** If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

i. **Deductions.** If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

j. **Fringe benefits.** If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit correction certified payrolls and will be required to pay wage restitution if underpayments occurred. However, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate plus the fringe benefit rate), no correction is necessary.

k. **Signature.** If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principle of the firm and that person has not been authorized by principle to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principle or other authorized signatory.

l. **On-site interview comparisons.** If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a correction certified payroll report.

m. **Correction certified payroll.** Any and all changes to data on a submitted payroll report must be reported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

2-8 RESTITUTION FOR UNDERPAYMENT OF WAGES.

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. All wages paid to laborers and mechanics for work performed on the project, including wage restitution, must be reported on a certified payroll report.

a. **Notification** to the Employer/Prime contractor. The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

b. **Computing wage restitution.** Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

c. **Correction certified payrolls.** The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification; the total number of work hours involved (daily hours are usually not applicable for wage restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll.

HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashiers, canceled or other), or employee-signed receipts or waivers.

d. **Review of correction CPR.** The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.

e. **Unfound workers.** Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required

to place in a deposit or escrow account an amount equal to the total gross amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

CHAPTER 3 LABOR STANDARDS DISPUTES, ADMINISTRATIVE REVIEWS, WITHHOLDING, DEPOSITS AND ESCROW ACCOUNTS, AND SANCTIONS

WHAT HAPPENS WHEN THINGS GO WRONG?

3-1 INTRODUCTION.

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

3-2 ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES.

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

a. **Additional classifications and wage rates.** Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

1. **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (for example, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See 2-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

2. **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by the DOL's Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR 1.9.)

b. **Findings of underpayment.** Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1. **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL Administrative Law Judge (ALJ). (See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)

2. **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 WITHHOLDING.

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

3-4 DEPOSITS AND ESCROWS.

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and final payments provided the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 1-4, Responsibility of the Principal Contractor, and 2-8, Restitution for Underpayment of Wages.

a. **Where the parties have agreed to amounts of wage restitution that are due** but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in 2-8(f) of this Guide.

b. **Where underpayments are suspected or alleged and an investigation has not yet been completed.** The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor.

   If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor.

   1. If the employer is unable to make the payments to the workers, e.g., lacks the funds necessary, the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

2. If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (See 2-8(f) and 3-4(a)).

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained as explained in 3-4(c), below.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 ADMINISTRATIVE SANCTIONS.

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

a. **DOL debarment.** Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.

b. **HUD sanctions.** HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.

1. **Limited Denial of Participation.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

2. **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

3-6 FALSIFICATION OF CERTIFIED PAYROLL REPORTS.

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of $1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

ACRONYMS AND SYMBOLS

CDBG -	Community Development Block Grant
CFR -	Code of Federal Regulations
CPR -	Certified Payroll Report
CWHSSA -	Contract Work Hours and Safety Standards Act
DBA -	Davis-Bacon Act
DBRA -	Davis-Bacon and Related Acts
DOL -	Department of Labor
FHA -	Federal Housing Administration
FLSA -	Fair Labor Standards Act
HUD -	Housing and Urban Development (Department of)
IHA -	Indian Housing Authority
LCA -	Local Contracting Agency
LDP -	Limited Denial of Participation
O/T -	Overtime
PHA -	Public Housing Agency
S/T -	Straight-time
SAC -	State Apprenticeship Council/Agency
TDHE -	Tribally-Designated Housing Entity
§ -	Section
¶ -	Paragraph

DAVIS-BACON - RELATED WEB SITES*

HUD Office of Labor Relations:
www.hud.gov/offices/olr

HUD Regulations:
http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

HUDClips (HUD Forms and Publications):
www.hud.gov/offices/adm/hudclips/index.cfm

DOL Davis-Bacon and Related Acts Homepage:
http://www.dol.gov/whd/contracts/dbra.htm

DOL Regulations:
http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

Davis-Bacon Wage Decisions:
www.wdol.gov

DOL Forms:
www.dol.gov/whd/programs/dbra/forms.htm

***Web addresses active as of January 2012**

Project Wage Rate Sheet	U.S. Department of Housing and Urban Development Office of Labor Relations	

Project Name:	Wage Decision Number/Modification Number:
Project Number:	Project County:

Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Laborers Fringe Benefits		$
Bricklayers			$	Group #	BHR	Total Wage
Carpenters			$			$
Cement Masons			$			$
Drywall Hangers			$			$
Electricians			$			$
Iron Workers			$			$
Painters			$	Operators Fringe Benefits:		$
Plumbers			$	Group #	BHR	Total Wage
Roofers			$			$
Sheet Metal Workers			$			$
Soft Floor Workers			$			$
Tapers			$			$
Tile Setters			$	Truck Drivers Fringe Benefits:		$
Other Classifications				Group #	BHR	Total Wage
			$			
			$			
			$			

Additional Classifications (HUD Form 4230-A)					
Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Date of HUD Submission to DOL	Date of DOL Approval
			$		
			$		
			$		

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.: 1215-0149
Expires: 12/31/2011

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION / PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			$											
			O											
			$											
			O											
			$											
			O											
			$											
			O											
			$											
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			$											
			O											
			$											

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

U.S. Department of Housing and Urban Development
Office of Departmental Operations and Coordination
Washington, DC 20410

Email: www.OfficeofLaborRelations@hud.gov

Labor Relations Desk Guide
LR01.DG





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:

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 ca endar 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:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through __2__ inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

DRAFT

Date _____

_____
CONTRACTOR

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:

ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	FIRST MONTH MONTHLY QUANTITY	FIRST MONTH QTY to Date	FIRST MONTH Item Cost (Monthly)	SECOND MONTH MONTHLY QUANTITY	SECOND MONTH QTY to Date	SECOND MONTH Item Cost (Monthly)	THIRD MONTH MONTHLY QUANTITY	THIRD MONTH QTY to Date	THIRD MONTH Item Cost (Monthly)
	(901)ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP ROW	Sta.	1.100	$1,800.00	$1,980.00	1.000	1.000	$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: _____

DRAFT

SAMPLE

_____ Contractor Name
_____ Starting Date
_____ Project Ending Date
_____ Retainage Percent

Application No.: _____
Application Date: _____
Period To: _____
Engineer Firm: _____

Summary												
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

DRAFT

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE

(Company Letterhead)

(Date)

County of Hidalgo
Attn.: Mr. 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

DRAFT

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:
OWNER: PROJECT NO.
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

Exhibit E-M

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
		(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 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.

Precinct Logo

Your Tax Dollars at Work
Hidalgo County Pct 1
A.C. Cuellar, Jr., Commissioner

Paving and Drainage Improvements
"Mile 4W (10N-12N)"

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:

SAM Engineering & Surveying
200 S. 10th Street, Ste. 1607
McAllen, Texas 78501
Phone: 956.702.8880

HIDALGO COUNTY PRECINCT 1

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

FOR

Paving & Drainage Improvements Project Mile 12N (FM 1015 – 2W)

CONTRACT NO.: C-16-028-02-03

FEBRUARY 2016

SAMES
SAM ENGINEERING & SURVEYING

TX FIRM REGISTRATION
NO. F-10602

SURVEY FIRM REGISTRATION
NO. F-101416-00

STATE OF TEXAS
SAMUEL D. MALDONADO
91889
LICENSED
PROFESSIONAL ENGINEER

2/3/2016

SAM Engineering & Surveying
200 South 10th Street, Suite 1607
Tel 956.702.8880; Fax 956.702.8883
McAllen, Texas 78501

HIDALGO COUNTY PRECINCT 1

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

FOR

Paving & Drainage Improvements Project Mile 12N (FM 1015 – 2W)

CONTRACT NO.: C-16-028-02-03

FEBRUARY 2016

SAMES
SAM ENGINEERING & SURVEYING

TX FIRM REGISTRATION
NO. F-10602

SURVEY FIRM REGISTRATION
NO. F-101416-00

SAM Engineering & Surveying
200 South 10th Street, Suite 1607
Tel 956.702.8880; Fax 956.702.8883
McAllen, Texas 78501

PURCHASING DEPARTMENT
County Of Hidalgo

January 22, 2016

RE: ADDENDUM NO.1
FOR BID No.:2016-028-01-27-MSS
Hidalgo County Precinct No. 1 "Paving & Drainage Improvements to: Mile 12N (FM 1015-2W)"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1,** in connection with **HIDALGO COUNTY PRECINCT NO. 1** request for bid for **"Paving & Drainage Improvements to: Mile 12N (FM 1015-2W)".**

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 as soon as received by no later than Friday, January 22, 2015 at 5:00 P.M. via e-mail jessica@samengineering-surveying.com and/or marking receipt in your bid form.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 702-8880.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for Hidalgo County Precinct No. 1 -**"Paving & Drainage Improvements to: Mile 12N (FM 1015-2W)".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

Enclosures

ADDENDUM NO. 1

January 22, 2016

Hidalgo County Precinct No. 1 "Paving & Drainage Improvements to: Mile 12N (FM 1015-2W)"
Bid No.: 2016-028-01-27-MSS
Original Proposed Bid Opening Date: January 27, 2016

CHANGES OR MODIFICATIONS:

As per questions and answers posed at the Pre-Bid Conference on January 18,2016, please let this addendum serve as a **FORMAL NOTICE** to all interested parties for project # **2016-028-01-27-MSS,** that the following changes be made a part of your bid packet.

PART 1 – BIDDING REQUIREMENTS

1. Front End Document Forms: **ADD** these forms in their entirety with the attached forms.
   a. Bid Bond
   b. Sample Contract
   c. Non-Collusion
   d. General Conditions of the Agreement
   e. Title 29 Labor

2. Exhibit B Forms: **ADD** these forms in their entirety with the attached forms.
   a. Conflict of Interest Memo
   b. Sales Tax and Local Sales Tax Certificate

3. Exhibit D Border Wage Rate Forms: **ADD** these forms in their entirety with the attached forms.
   a. Government code Ch 2258
   b. Prevailing Wage Rate
   c. Davis Bacon

4. Exhibit E Forms: **ADD** these forms in their entirety with the attached forms.
   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. Certification of Construction Completion
k. Contractor's Affidavit of Release of Liens
l. Quantity Work Sheet

5. Construction Identification Sign: ADD this form in its entirety with the attached form.

PART 2 – PLAN SHEETS

N/A

PART 3 – QUESTIONS/COMMENTS

1. Mile 12N (FM 1015-2W) consists of a 90 calendar day contract period.
2. Liquidated damages of $250.00 per day will be accessed if chosen by the County.
3. Traffic control bid item should include continued access of Mile 12 N.
4. Construction staking to be provided by the Contractor via Bid Item "Construction Staking" on the Bid Form.
5. Existing roadway top four (4) inches to be scarified and re-worked with lime treatment. No removal of existing material is required.

I, Sonya A. Gonzalez, acknowledge receipt of ADDENDUM NO. 1 dated, January 22, 2016, for Bid-**2016-028-01-27-MSS** – **Hidalgo County Precinct No. 1 "Paving & Drainage Improvements to : Mile 12N (FM 1015-2W)".**

M.J.A. Construction, LLC / Sonya A. Gonzalez
Printed Bidder Name

1-27-2016
Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR PROPOSAL PACKET....

Hidalgo County Precinct No. 1
"Paving & Drainage Improvements to: Mile 12N (FM 1015 – 2W)"
Contract No. C-16-028-02-03

TABLE OF CONTENTS

1) Invitation Letter and Advertisement
2) Hidalgo County Legal Notice
3) Bidder Acknowledgement
4) Insurance Requirements
5) CIQ Conflict of Interest Questionnaire
6) Proposer's Affidavit
7) Certification Regarding Debarment
8) Vendor/Bidder Application and W-9 Form
9) Statement of Credentials
10) County Forms Submittal Checklist
11) Information for Bidders
12) Bid Form
13) Bid Bond
14) Sample Contract
15) Non-Collusion
16) Payment Bond
17) Performance Bond
18) ~~General Conditions of the Agreement~~
19) Title 29 Labor
20) Standard General Condition of Construction Contract
21) Supplemental General Condition
    - **(a)** Technical Specifications
    - **(b)** Soil Investigation & Pavement Design Report (Pending Receipt)

17) **Exhibit B**
    - **(a)** Conflict of Interest Memo
    - **(b)** 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

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

HIDALGO COUNTY PRECINCT No. 1
"Paving & Drainage Improvements to: Mile 12N (FM1015 -2W)"

BID No. -2016-028-01-27-MSS

TABLE OF CONTENTS –for COUNTY'S FRONT END DOCUMENTS

Item	Description	No. of Pages
1.	Invitation Letter and Advertisement	2
2.	Legal Notice	9
3.	Exhibit C, Insurance Requirements	4
4.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
5.	Exhibit E, Proposer's Affidavit	1
6.	Certification Regarding Debarment	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Statement of Credentials	5
9.	County Forms Submittal Check List	1

The above mentioned items shall be found in this RFB packet. 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.

PURCHASING DEPARTMENT
County Of Hidalgo

January 6, 2016

The Monitor
1400 East Nolana
McAllen, Texas 78504

Re: Hidalgo County Precinct No. 1- Request for Sealed Bids for:
"Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to: Mile 4W (10N - 12N)" 2016-027-01-27-MSS
"Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to: Mile 12N (FM 1015 – 2W)" 2016-028-01-27-MSS

RFB Due Date: January 27, 2016

Gentlemen:

Please publish twice the enclosed advertisement under the legal ad section of your newspaper. Publications should run on **SATURDAY, January 9, 2016, and SATURDAY, January 16, 2016.**

The billing statement should make reference to above mentioned projects and be mailed to:

Hidalgo County Precinct No. 1
1902 Joe Stephens Ave. Ste. 101
Weslaco, TX 78599

Ph: (956) 968-8733 Fx: (956) 969-1417

Thank you for your assistance in this matter.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/mss

INVITATION TO BIDDERS

The County of Hidalgo would like to invite you to submit a bid for each of the following projects:

Bid No.:	Bid Description:	Opening Date:
2016-027-01-27-MSS	"Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to: Mile 4W (10N - 12N)"	January 27, 2016
2016-028-01-27-MSS	"Hidalgo County Precinct No. 1 – Paving & Drainage Improvements to: Mile 12N (FM 1015 – 2W)"	January 27, 2016

PROCUREMENT PACKETS. Interested contractors may obtain bid packets at project engineer's office: SAMES, Inc., at 200 South Cage Blvd., Pharr, Texas 78577 Phone No. **(956) 702-8880** for the amount of **$ 100.00 each.** 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 **TUESDAY, January 19, 2016 at 3:00 P.M. at HIDALGO COUNTY NEW ADMINISTRATION BUILDING - PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 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 awarded contract exceeds $25,000, and a Performance Bond is required in the amount of one hundred percent (100%) of the Contract Amount, if the awarded contract exceeds $100,000.

UPON SUBMITTING SEALED BIDS, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet (SEPARATELY FOR EACH PROJECT) as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and **Bid Number** 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:

HIDALGO COUNTY PURCHASING DEPARTMENT, Attn: Martha L. Salazar, CPPB, County Purchasing Agent.
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, January 27, 2016** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED

Attention is called to the fact that not less than, the federally determined prevailing **(Davis-Bacon and Related Acts)** wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin.

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bids considered the best and most advantageous to the County.

Typed-written Requests For Information (RFI) 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 January 22, 2016. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the 5th of January, 2016.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

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

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY PRECINCT NO. 1

-"Paving & Drainage Improvements to: Mile 12N (FM1015 -2W)"

RFB NO: 2016-028-01-27-MSS

Acceptance Date: **January 27th, 2016**

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

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 1-PAVING & DRAINAGE IMPROVEMENTS TO: MILE 12N (FM1015 -2W)"** 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-2016-028-01-27-MSS- HIDALGO COUNTY PRECINCT NO. 1-PAVING & DRAINAGE IMPROVEMENTS TO: MILE 12N (FM1015 -2W)"** 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, JANUARY 27, 2016.**

   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 -2016-028-01-27-MSS- HIDALGO COUNTY PRECINCT NO. 1 -PAVING & DRAINAGE IMPROVEMENTS TO: MILE 12N (FM1015 -2W)".

   WRITTEN QUESTIONS WILL BE ACCEPTED. Written RFI's shall be sent to the office of project engineer: SAMES, Inc., *at sam@samengineering-surveying.com* . Please call 956-702-8880 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 January 22, 2016. Inquiries beyond this date will not be responded. Contact project engineer for copies of Addenda. All bidders who paid a deposit will be required to return Addenda as part of the Construction Documents in order to receive full deposit refund.

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County

determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to

submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY OF PRODUCTS AND SERVICES 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-2016-028-01-27-MSS- HIDALGO COUNTY PRECINCT NO. 1-"PAVING & DRAINAGE IMPROVEMENTS TO: MILE 12N (FM1015 -2W)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Ray Eufracio, CPA, Hidalgo County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. Schedule

Pre-Bid Conference,	**3:00 PM**	**January 19, 2015**
Bid Opening,	**3:00 PM**	**January 27 , 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. 1
"PAVING & DRAINAGE IMPROVEMENTS TO: MILE 12N (FM1015 -2W)"
BID-2016-028-01-27-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:	M.J.A. Construction, LLC
Address:	3100 Hackberry Ave., Mission, Texas 78574
By:	
Printed Name:	Sonya A. Gonzalez
Title:	General Managing Member

(This page must be submitted in response)

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/13/2015

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	Jesse Trevino Insurance Agency, Inc. 5835 Callaghan Road, Suite 320 San Antonio TX 78228	CONTACT NAME: David Perez PHONE (A/C, No, Ext): 210-521-8903 FAX (A/C, No): 210-521-8854 E-MAIL ADDRESS: dperez@jtial.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Certain Underwriters at Lloyd's, London	
		INSURER B: Progressive	
		INSURER C: Texas Mutual	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED	MJA Construction, LLC 3100 Hackberry Ave. Mission Tx 78574		

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	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY PRO-JECT LOC OTHER:	✓	✓	ARKGC47070	08/17/2015	08/17/2016	EACH OCCURRENCE	$ 1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100000
							MED EXP (Any one person)	$ 5000
							PERSONAL & ADV INJURY	$ 1000000
							GENERAL AGGREGATE	$ 2000000
							PRODUCTS - COMP/OP AGG	$ 2000000
								$
B	AUTOMOBILE LIABILITY ✓ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS ✓ HIRED AUTOS ✓ NON-OWNED AUTOS	✓	✓	02805131-6	08/05/2015	08/05/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1000000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SBP-0001292212 20150806	08/06/2015	08/06/2016	WC STATUTORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							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)

Certificate holder is listed as additional insured and waiver of subrogation on both the general liability and automobile liability policies.
Certificate holder as listed as waiver of subrogation on the worker's compensation policy.

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: David Perez

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INSURORS
INDEMNITY COMPANIES

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS: **Number:** CNB-21172-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint James K. Swindle of the City of San Antonio, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sheri Whitehouse
Notary Public, State of Texas

SHERRI WHITEHOUSE
Notary Public
STATE OF TEXAS
My Comm. Exp. May 21, 2017

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 27th day of January, 2016.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORSINDEMNITY.COM.

INSURORS
INDEMNITY COMPANIES

P&C 877 282 1625
Bonds 800 933 7444

225 South Fifth Street
PO Box 2683
Waco, Texas 76702-2683

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

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:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company 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 information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tanbien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania 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.

Insurance Requirement Acknowledgment

I, Sonya A. Gonzalez, authorized representative for M.J.A. Construction, 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: $

X have already been met, see attached copy of insurance certificate.

Authorized Representative

01-27-2016
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, Sonya A. Gonzalez, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: *See Attached*.
3. Certificates: *See Attached*.
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

01-27-2016
Date

M.J.A. Construction, LLC
Company

3100 Hackberry Ave.
Address

Mission, Texas 78574
City, State, Zip

2653531

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.

1 Name of person who has a business relationship with local governmental entity.

M.J.A. Construction, LLC - Sonya A. Gonzalez

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 this questionnaire?

☐ Yes ☑ No

B. Is the filer of this 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.

NONE

4

Signature of person doing business with the governmental entity

10-12-15

Date

Adopted 08/07/2015

1

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, Sonya A. Gonzalez, 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 any 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: S. A. G. / General Managing Member

Subscribed and sworn to before me this 27 day of January 2016.

Letty Bazan

Notary Public

My commission expires: 02/15, 2017

LETTY BAZAN
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 2/15/2017
NOTARY ID 00291701-7

Certification
Regarding Debarment, Suspension Ineligibility

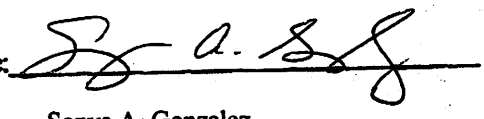
As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: 

Print Name: Sonya A. Gonzalez

Title: General Managing Member

Telephone Number: 956-279-6610

Date: 01/27/2016

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
PURCHASING DEPARTMENT
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: M.J.A. Construction, LLC **Telephone No.** (956) 279-6610

dba Name:

Legal Name:

Mailing Address : 3100 Hackberry Ave. **Fax No.** (956) 585-6077 or 956-843-8357

Physical Address:

City, State, Zip Mission, Texas, 78574 **Tax I.D. No.** 1-20-2541347-2

Remit to Address : 3100 Hackberry Ave **City, State, Zip** Mission, Texas, 78574

E-Mail Address: MJAconstructionllc@gmail.com

Representative(s) Name(s) & Title(s) Sonya A. Gonzalez - General Managing Member

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit
__x__ LLC ____ Sole Proprietor ____ Other, Specify

State Identification No. 1-20-2541347-2 (Please attached completed W-9 form with this application)
Federal Identification No. or (If individual) SS No.

State of Incorporation: Texas **Date:** March 21, 2005 **Other:**

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization __X__ Other, Specify Construction

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Sonya A. Gonzalez General Managing Member

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 X 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 x 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. December 2014)
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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
M.J.A. Construction, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **P**
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
3100 Hackberry Ave.

Requester's name and address (optional)
Hidalgo County
2812 S. Business Hwy 281
Edinburg, Tx. 78539

6 City, state, and ZIP code
Mission, Texas, 78574

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
[2][0] - [2][5][4][1][3][4][7]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1-27-16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

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.

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 social security card. 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 social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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: M.J.A. Construction, LLC

Address: 3100 Hackberry Ave., Mission, Texas, 78574

Date Organized: March 21, 2005 Date Incorporated: March 21, 2005

Office Number: 956-279-6610 Fax Number: 956-585-6077

Number of years in business under present name: 10

Type of work performed by your company: Site work, paving, public utilities, concrete

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 (Border Colonia Access Program CSJ#M1080079) PCT#3

Address: 2812 S. Highway Bus. 281, Edinburg, Texas, 78539

Ph/Fx Number: 956-787-1891/956-292-7612 Email: Agapito.vargas@co.hidalgo.tx.us

Scope of Work Description: Road & Drainage, Paving of 3 streets, install drainage pipe

Date Completed: June 8, 2011 Total Cost: $179,460.75

****

2. Owner: Hidalgo County (Border Colonia Access Program CSJ#3C10-80-181) PCT#1

Address: 2812 S. Highway Bus. 281, Edinburg, Texas, 78539

Ph/Fx Number: 956-973-7819/956-292-7612 Email: Agapito.vargas@co.hidalgo.tx.us

Scope of Work Description: Grading sub grade, flex base and asphalt paving and storm drain

Date Completed: September 19, 2011 Total Cost: $63,149.50

****

3. Owner: Hidalgo County (Urban County Program #5010-55-0311-5000-5500-UCP-CJA)

Address: 2812 S. Business Hwy. 281, Edinburg, Texas, 78539

Ph/Fx Number: 956-787-8127/956-787-5291 Email: candace.armenta@ucp.co.hidalgo.tx.us

Scope of Work Description: Repair potholes, overlay, interconnect streets, subgrade, flexbase asphalt paving and pavement markings

Date Completed: December 23, 2012 Total Cost: $109,036.20

****

4. Owner: City of Mcallen (Project # B-11-MC-48-0506)

Address: 1300 Houston Ave., Mcallen, Texas, 78501

Ph/Fx Number: 956-681-1150/956-681-1179 Email: mcruz@mcallen.net (Mario Cruz, PE)

Scope of Work Description: Drainage Improvements
Remove existing paving, improve base, re pave, install valley gutter, sidewalks, curb, adjust manhole

Date Completed: August 9, 2012 Total Cost: $39,464.45

****

5. Owner: Falcon Freight, LLC (Falcon Freight Subdivision for City of Pharr)

Address: 9509 S. Jackson Rd, Pharr, Texas, 78577

Ph/Fx Number: 956-638-3438 Email: ezamorano@autofleteshalcon.com

Scope of Work Description: Utilities-Installed water and sewer line, water valves, 2 hydrants, manhole, bored for 22" steel casing

Date Completed: May 21, 2014 Total Cost: $81,717.10

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

Road & Drainage Construction for Havana Lomas #4 Subdivision C-CAP-15-359-01-05

_____

_____

_____

_____

_____

_____

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.

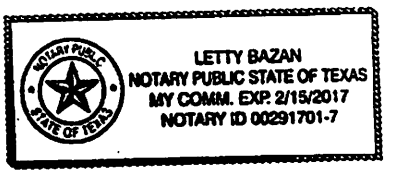
   Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Subscribed and sworn to me this 27th day of January, 20 16.

By: Letty Bazan

Notary Public in and for Hidalgo County, Texas

My commission expires 02/15/2017



HIDALGO COUNTY PRECINCT No. 1
"Paving & Drainage Improvements to: Mile 12N (FM1015 -2W)"

BID No. -2016-028-01-27-MSS

SUBMITTAL CHECK LIST

The following list of forms must be included in the RFB response, failure to submit any of these forms may be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in response:

- ✓ Page 9 of Legal Notice
- ✓ Exhibit "C" -Acknowledgement forms (pages 3 and 4)
- ✓ Exhibit "D" -CIQ Form.
- ✓ Exhibit "E" –Proposers Affidavit
- ✓ Certification Regarding Debarment
- ✓ Vendor Bidder Application and IRS form W-9
- ✓ STATEMENT OF CREDENTIALS
- ✓ **One (1) original and three (3) copies of complete Response, including any other documentation requested in this RFB not herein listed (i.e. Bid Form, Bid Bond, Sub-Contractors List, references, etc).**

Name: M.J.A. Construction, LLC / Sonya A. Gonzalez

Signature: _____ Date: 01/27/2016

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, January 27, 2016 at 3:00p.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.

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 appropliate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the

closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s):
Project Name: **Hidalgo County Precinct No. 1- Paving & Drainage Improvements to: Mile 12N (FM 1015 – 2W)"**
Contract Number: **C-16-028-02-03**

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 90 **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 A ward - 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 3 6, No 7 5, 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.

OPENED
3:10 1-27-16

BID PAGE

Witnessed

Hidalgo County Precinct No.1 – "Paving & Drainage Improvements to: Mile 12N (FM 1015 – 2W)
Bid No.: 2016-028-01-27-MSS

SCOPE OF WORK DESCRIPTION:
PROVIDE BIDS FOR "Paving & Drainage Improvements"

BID PRICE: $ 155,897.80

ALTERNATE PRICE: $ N/A

BIDDER/COMPANY NAME: M.J.A. Construction, LLC

ADDRESS: 3100 Hackberry Ave.

CITY/STATE/ZIP CODE: Mission, Texas, 78574

PHONE & FAX NO.'S: PH: 956-279-6610 F:956-585-6077

CELLULAR #: 956-279-6610

AUTHORIZED SIGNATURE:

PRINTED NAME: Sonya A. Gonzalez

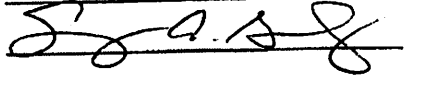
TITLE: General Managing Member

Bidder acknowledges the following addendum(s):
Addendum No. 1

BASE BID FORM
Hidalgo County
MILE 12N (FM 1015 - 2W)

Bid Item	Description	Units	Estimated Quantity	Unit Price in Figures	Unit Price in Words		Total Amount Bid
1	TRAFFIC CONTROL COMPLETE AND IN PLACE	MO	3	$ 1,750.00	One Thousand seven hundred fifty and No	dollars cents	$ 5,250.00
2	18" RCP, CL III - DRIVEWAY COMPLETE AND IN PLACE	LF	218	$ 30.00	Thirty and No	dollars cents	$ 6,540.00
3	DRIVEWAY REPAIR - ASPHALT COMPLETE AND IN PLACE	SY	160	$ 24.00	Twenty four and No	dollars cents	$ 3,840.00
4	DRIVEWAY REPAIR - CONCRETE COMPLETE AND IN PLACE	SY	78	$ 54.00	Fifty four and No	dollars cents	$ 4,212.00
5	2" HMAC, TYPE D COMPLETE AND IN PLACE	SY	4,955	$ 10.80	Ten and Eighty	dollars cents	$ 53,514.00
6	PRIME COAT ASPHALT MATERIAL (MC-30) COMPLETE AND IN PLACE	GAL	991	$ 8.00	Eight and No	dollars cents	$ 7,928.00
7	4" NEW FLEX BASE (CALICHE) COMPLETE AND IN PLACE	SY	5,941	$ 3.50	Three and Fifty	dollars cents	$ 20,793.50
8	SCARIFY & REWORK EXIST ROADWAY (4 IN COMPLETE AND IN PLACE	SY	5,941	$ 2.50	Two and Fifty	dollars cents	$ 14,852.50

CONTRACTOR: M.J.A. Construction, LLC

SIGNATURE: 

BASE BID FORM
Hidalgo County
MILE 12N (FM 1015 - 2W)

Bid Item	Description	Units	Estimated Quantity	Unit Price in Figures	Unit Price in Words		Total Amount Bid
9	3% LIME (4" EXIST BASE STABILIZATION) COMPLETE AND IN PLACE	TONS	31	$ 373.80	Three Hundred seventy three and Eighty	dollars cents	$ 11,587.80
10	CONSTRUCTION STAKING	LS	1	$ 2,800.00	Two Thousand Eight Hundred and No	dollars cents	$ 2,800.00
11	ROADWAY STRIPING	LS	1	$ 4,900.00	Four Thousand Nine Hundred and No	dollars cents	$ 4,900.00
12	PREPARATION OF RIGHT-OF-WAY	STA	2	$ 5,600.00	Five Thousand Six Hundred and No	dollars cents	$ 11,200.00
13	MOBILIZATION	LS	1	$ 5,000.00	Five Thousand and No	dollars cents	$ 5,000.00
14	TEMP. SEDMT CONT FENCE INSTALL	LF	1,160	$ 2.00	Two and No	dollars cents	$ 2,320.00
15	TEMP. SEDMT CONT FENCE REMOVE	LF	1,160	$ 1.00	One and No	dollars cents	$ 1,160.00

MILE 12N (FM 1015 - 2W) BASE BID SUBTOTAL: One hundred fifty five thousand eight hundred ninety seven and Eighty dollars cents — $ 155,897.80

CONTRACTOR: M.J.A. Construction, LLC

SIGNATURE:

HIDALGO COUNTY PRECINCT #1
BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned MJA Construction, LLC as Principal, and Insurors Indemnity Company as Surety, are hereby held and firmly bound unto Hidalgo County Precinct No. 1 as OWNER in the penal sum of Five Percent of the Greatest Amount Bid (5% GAB) **********

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 27th day of January, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to Hidalgo County Precinct No. 1 a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the Hidalgo County Precinct No. 1 - Paving & Drainage Improvements to: Mile 12N (FM 1015-2W)

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

Insurors Indemnity Company
Surety

By: _____
James R. Swindle, Attorney-In-Fact

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.

Name of Signatory
Name of Firm

Name of Firm: M.J.A. Construction, LLC

Address: 3100 Hackberry Ave.
Mission, Tx. 78574

Federal I.D./S.S.: 20-2541347

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the 11 day of February, 2016,

by General Manager Member, Sonya A. Gonzalez of and on behalf of MJA Construction, LLC.
(title) (a corporation) (a partnership) (an individual)

GABRIELA GARCIA
NOTARY PUBLIC STATE OF TEXAS
MY COMM EXP 7/24/2018
NOTARY ID 12553411-7

Notary Public - Signature

ATTEST:

Arturo Guajardo, Jr. County Clerk

COUNTY OF HIDALGO

RAMON GARCIA, COUNTY JUDGE

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, TX 78504

Stephen Crain

Non-Collusion Affidavit Of Prime Bidder

State of Texas §
§
County of Hidalgo §

Sonya A. Gonzalez, being first duly sworn, deposes and says that:

(1) He General Managing Member, of

M.J.A. Construction, LLC, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the 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, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit 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 or 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 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 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) _____

General Managing Member
(Title)

Subscribed and sworn to before me this 27th day of January, 2016.

_____
Notary
(Title)

LETTY BAZAN
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 2/15/2017
NOTARY ID 00291701-7

My Commission expires 02/15/17

Bond No.: CNB-21172-00

PERFORMANCE BOND

A performance bond as described by Texas Government Code, Section 2253.021 (b) for the benefit of Hidalgo County-Urban County Program:

KNOW ALL MEN BY THESE PRESENTS, that MJA Construction, LLC (hereinafter called the Principal(s), as Principal (s), and Insurors Indemnity Company hereinafter call the Surety(s), as Surety(s), are held and firmly bound unto Hidalgo County (hereinafter called the Oblige), in the amount of One Hundred Fifty-Five Thousand Eight Hundred Ninety Seven Dollars and 80/100 Cents Dollars ($155,897.80) for the payment 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 Oblige, dated the 3rd day of February, 2016, for the Paving & Drainage Improvements to: Mile 12N (FM1015-2W) which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies 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.

IN WITNESS WHEREOF, this instrument is executed in four counter parts, each one of which shall be deemed an original, this the 11th day of February, A.D., 2016.

MJA Construction, LLC
PRINCIPAL

ATTEST:

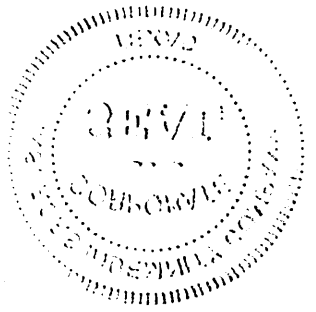
(Principal) Secretary
(Seal)

Signature

PERFORMANCE BOND CONTINUED:

	Sonya Gonzalez, Member
Witness as to Principal	Print/Type Name
	3100 Hackberry Avenue, Mission, TX 78574
Address	Address
ATTEST:	Insurors Indemnity Company
	Surety
(Surety Secretary	Attorney-in-Fact (Signature)
Witness as to Surety	James K Swindle, Attorney-In-Fact
	Print/Type Name
2359 Austin Hwy, San Antonio, TX 78218	225 South Fifth Street, Waco, TX 76701
Address	Address

Note: Date of Bond must 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 or Parish and State; (6) Owner; (7) if Contractor is Partnership, all partners should execute Bond.



Bond No.: CNB-21172-00

PAYMENT BOND

A payment bond as described by Texas Government Code, Section 2253.021 (c) for the beneficiaries described by such sub section.

KNOW ALL MEN BY THESE PRESENTS, that MJA Construction, LLC (hereinafter called the Principal(s)), as Principal(s), and Insurors Indemnity Company (hereafter called the Surety(s)), as Surety(s), are held and firmly bound unto Hidalgo County (hereinafter called the Oblige), in the amount of One Hundred Fifty-Five Thousand Eight Hundred Ninety ~~Seven Dollars and 80/100 Cents~~ Dollars ($155,897.80) for the payment whereof, the said Payment 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 Oblige, dated the 3rd day of February, 2016, for the Paving & Drainage Improvements to: Mile 12N (FM1015-2W) which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies 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.

PAYMENT BOND CONTINUED:

IN WITNESS WHEREOF, this instrument is executed in four counter parts, each one of which shall be deemed an original, this the 11th day of February, A.D., 20 16.

	MJA Construction, LLC
ATTEST:	PRINCIPAL
(Principal) Secretary (Seal)	Signature
	Sonya Gonzalez, Member
Witness as to Principal	Print/Type Name
	3100 Hackberry Avenue, Mission, TX 78574
Address	Address
ATTEST:	Insurors Indemnity Company
	Surety
(Surety) Secretary (Seal)	Attorney-in-Fact (Signature)
	James K Swindle, Attorney-In-Fact
Witness as to Surety	Print/Type Name
2359 Austin Hwy, San Antonio, TX 78218	225 South Fifth Street, Waco, TX 76701
Address	Address

Note: Date of Bond must 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 or Parish and State; (6) Owner; (7) if Contractor is Partnership, all partners should execute Bond.

INSURORS
INDEMNITY COMPANIES

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS: **Number:** CNB-21172-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

James K. Swindle of the City of San Antonio, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sherri Whitehouse
Notary Public, State of Texas

SHERRI WHITEHOUSE
Notary Public
STATE OF TEXAS
My Comm. Exp. May 21, 2017

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

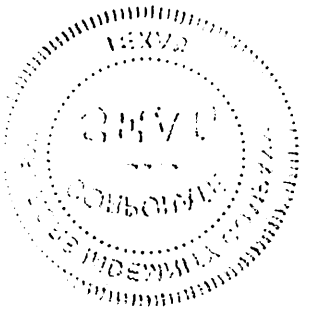
RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 11th day of February, 2016.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORSINDEMNITY.COM.



INSURORS
INDEMNITY COMPANIES

P&C 877 282 1625
Bonds 800 933 7444

225 South Fifth Street
PO Box 2683
Waco, Texas 76702-2683

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

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:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company 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 information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tanbien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/11/2016

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: Jesse Trevino Insurance Agency, Inc. 5835 Callaghan Road, Suite 320 San Antonio TX 78228	CONTACT NAME: David Perez PHONE (A/C, No, Ext): 210-521-8803 FAX (A/C, No): 210-521-8854 E-MAIL ADDRESS: dperez@jtial.com
INSURED: MJA Construction, LLC 3100 Hackberry Ave. Mission TX 78574	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Certain Underwriters at Lloyd's, London INSURER B: Progressive INSURER C: Texas Mutual INSURER D: INSURER E: INSURER F:

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	✓		ARKGC47070	06/17/2015	06/17/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ 1000000 $ 2000000 $ 2000000
B	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ✓ NON-OWNED AUTOS			02605131-0	08/05/2015	08/05/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	✓	SBP-0001292212 20150806	08/06/2015	08/06/2016	✓ PER STATUTE ✓ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ 1000000 $ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT NAME: Hidalgo County Precinct No. 1 – "Paving & Drainage Improvements to: Mile 12N (FM1015-2W)"

C-16-028-02-03

PAVING & DRAINAGE IMPROVEMENTS

Hidalgo County shown as additional insured as per written contract.

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David L. Perez

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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Jesse Trevino Insurance Agency, Inc.	MJA Construction, LLC 3100 Hackberry Ave. Mission TX 78574
POLICY NUMBER 02605131-0	
CARRIER: Progressive / NAIC CODE	EFFECTIVE DATE: 08/05/2015

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Vehicle is as follows: 2001 Chevrolet Silverado C1500 VIN# 1GCEC14V01Z102209 Value $5000.00
2001 Ford F-350 VIN# 1FTWW32F2YEB94671 VALUE: $6000.00

2000 Ford Sterling Water Truck VIN# 2FWKRJAAXXAB42322 VALUE: $12,500

2002 John Deere 770CH Motor Grader Serial# DW770CH584409 VALUE: $65,000

2000 HYSTER Roller Model C-360D Serial# D089C6298R VALUE: $15,000

2003 Caterpillar Front End Loader Model 930G Serial# CAT0930GPTWR02474 VALUE: $76,000

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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.

(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

(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.

mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United

States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each taborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee. (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to

governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

0) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own prope@ for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnish by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and

in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.
(36 F.R. 9770, May 28,1971.)

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any

deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit

directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of I year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.
(36 F.IL 9770, May 29, 1971.)

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served there by, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant. -

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which **are** not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments pkvable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contact.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Construction Specifications Institute

EJCDC No. 1910-8 (1996 Edition)

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1420 King Street, Alexandria, VA 22314

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*–Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*–The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*–Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*–All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*–Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*–That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*–An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*–The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*–That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*–A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*–All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*–Work to be paid for on the basis of unit prices.

48. *Work*–The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*–A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*–A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02* *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

*See Supplementary Conditions

2.05* *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of
items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

*See Supplementary Conditions

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01* *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

*See Supplementary Conditions

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02* *Subsurface and Physical Conditions*

A.* *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

*See Supplementary Conditions

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05* *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

*See Supplementary Conditions

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

*See Supplementary Conditions

ARTICLE 5 - BONDS AND INSURANCE

5.01* *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B.* All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04* *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

*See Supplementary Conditions

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A.* In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06* *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

*See Supplementary Conditions

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B.* OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C.* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D.* OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E.* If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A.* OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

*See Supplementary Conditions

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08* *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B.* OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09* *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

*See Supplementary Conditions

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10* *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11* *Use of Site and Other Areas*

A.* *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

*See Supplementary Conditions

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17* *Shop Drawings and Samples*

A.* CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B.* CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

*See Supplementary Conditions

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

*See Supplementary Conditions

8.06* *Insurance*

A.* OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03* *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee,

*See Supplementary Conditions

the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

*See Supplementary Conditions

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01* *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B.* The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

*See Supplementary Conditions

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02* *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03* *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B.* OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

*See Supplementary Conditions

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A.* *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

*See Supplementary Conditions

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 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"

SPECIFICATIONS:

Hidalgo County Precinct No. 1
-"Paving & Drainage Improvements to: Mile 12N (FM 1015 – 2W)"

SCOPE OF WORK, SPECIFICATION REQUIREMENTS AND OTHER TERMS & CONDITIONS:

The County Of Hidalgo requests proposals for:
Hidalgo County Precinct No.1 – "Paving & Drainage Improvements to Mile 12N (FM 1015 – 2W)"
(See attached specifications as prepared by SAM Engineering & Surveying)

Engineering Firm Contact:
Sam Engineering & Surveying
200 South 10th Street, Ste. 1607
McAllen, Texas 78501
(956) 702-8880

Hidalgo County Precinct No. 1
A.C. Cuellar Jr., County Commissioner
956-968-8733

Hidalgo County Purchasing Department
Program Contact:
Martha L. Salazar, CPPB, Purchasing Agent
956-318-2626

TECHNICAL SPECIFICATIONS

SECTION 01568 - EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

WORK INCLUDED

Provide all equipment and materials, and do all work necessary to construct complete erosion and sediment control program for minimizing erosion and siltation during the construction phase of the project. The erosion and sediment control provisions specified herein are the minimum requirements for an erosion control program. The Contractor shall provide additional erosion and sediment control materials and methods as required to affect the erosion and siltation control principles specified herein.

SUBMITTALS

Proposed methods, materials to be employed, and schedule for effective erosion and siltation control as well as preventing erosion damage shall be submitted for approval. Submittals shall include:

Propose methods for effecting erosion and siltation control, including plans indicating location of erosion control devices and siltation basins.

List of proposed materials including manufacturer's product data.

Schedule of erosion control program indicating specific dates from implementing programs in each major area of work.

EROSION CONTROL PRINCIPLES

The following erosion control principles shall apply to the land grading and construction phases:

Stripping of vegetation, grading, or other soil disturbance shall be done in a manner, which will minimize soil erosion.

Whenever feasible, natural vegetation shall be retained and protected.

Extents of areas, which are exposed and free of vegetation and the duration of its exposure, shall be kept within practical limits.

Temporary seeding, mulching, or other suitable stabilization measures shall be used to protect exposed critical areas during prolonged construction or other land disturbances.

Drainage provisions shall accommodate increased runoff resulting from modifications of soil and surface conditions during and after development or disturbance. Such provisions shall be in addition to existing requirements.

Sediment shall be retained on-site.

Erosion control devices shall be installed as early as possible in the construction sequence prior to start of clearing and grubbing operations and excavation work.
Cut and fill slopes and stockpiled materials shall be protected to prevent erosion. Slopes shall be protected with permanent erosion protection when erosion exposure period is expected to be greater than or equal to six months, and temporary erosion protection when erosion exposure period is expected to be less than six months.

Permanent erosion protection shall be accomplished by seeding with grass and covering with an erosion protection material, as appropriate for prevailing conditions.

Temporary erosion protection shall be accomplished by covering with an erosion protection material, as appropriate for prevailing conditions.

PART 2 - PRODUCTS

HAY BALES

Hay bales for construction of erosion control devices shall be new, firm, wire or nylon-bound livestock feed-grade.

SILT FENCING

Silt fencing for construction of erosion control devices shall be new and un-used. Silt fencing shall be as approved by the Engineer.

PART 3 - EXECUTION

HAY BALE CHECK DAM

Hay bale check dam shall be constructed and installed at surface runoff discharge points from the major work areas before start of clearing and grubbing.

HAY BALE CATCH BASIN FILTER

Catch basin filters shall be placed at all inlets to drainage structures as structures are installed. Outlet protection work shall be constructed before runoff is allowed to enter the drainage system. Construction and location of catch basins filters shall be as those areas affected by surface runoff from the area of construction. Existing catch basins will be protected from sediment.

MAINTENANCE AND REMOVAL OF EROSION CONTROL DEVICES

Watercourses and drainage swales adjacent to construction activities shall be monitored twice each month for evidence of silt intrusion and other adverse environmental impacts, which shall be corrected immediately upon discovery.

Culverts, drainage ditches and storm sewer pipes shall be kept clean and clear of obstructions during construction.

EROSION CONTROL DEVICES

Sediment behind the erosion control device shall be checked twice a month and after each heavy rain. Silt shall be removed if greater than six (6) inches deep.

Conditions of erosion control devices shall be checked twice each month or more frequently as required. Damaged and/or deteriorated items shall be replaced. Erosion control devices shall be maintained in place and in effective condition.

Hay bales shall be inspected frequently and maintained or replaced as required to maintain both their effectiveness and essentially their original condition. Underside of bales shall be kept in close contact with the earth below at all times, as required to prevent water from washing beneath bales.

Silt fences shall be maintained plum and anchored to the ground without any major tears in material that will allow sediment to be released. Any torn or destroyed silt fence shall be replaced. Silt fence shall be kept in close contact with the earth below at all times, as required to prevent water from washing beneath the silt fence.

Sediment deposits shall be disposed of properly, in a location and manner which will not cause sediment

nuisance elsewhere.

REMOVAL OF EROSION CONTROL DEVICES

Erosion control devices shall be maintained until all disturbed earth has been paved or vegetated, at which time they shall be removed. After removal, areas disturbed by these devices shall be re-graded and seeded.

Erosion protection material shall be kept securely anchored until acceptance of completed entire Project.

PAYMENT

Erosion and sediment control shall be incidental and subsidiary to bid items identified in proposal form.

END OF SECTION

SECTION 01570 - TRAFFIC REGULATION

PART 1 GENERAL

SECTION INCLUDES:

Construction parking control.

Flag persons.

Flares and lights.

Haul routes.

Traffic signs and signals.

Removal.

PART 2 PRODUCTS

SIGNS, SIGNALS, AND DEVICES

Post Mounted and Wall Mounted Traffic Control and Informational

Signs.

Traffic Control Signals: As approved by local jurisdictions.

Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.

Flagman Equipment: As required by local jurisdictions.

PART 3 EXECUTION

CONSTRUCTION PARKING CONTROL

Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Owner's operations.

Monitor parking of construction personnel's vehicles [in existing facilities]. Maintain vehicular access to and through parking areas.

Prevent parking on or adjacent to access roads or in non- designated areas.

FLAGPERSONS

Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

FLARES AND LIGHTS

Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

HAUL ROUTES

Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access.

TRAFFIC SIGNS AND SIGNALS

At approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.

Install and operate traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control, and areas affected by Contractor's operations.

Relocate as Work progresses, to maintain effective traffic control.

REMOVAL

Remove equipment and devices when no longer required.

Repair damage caused by installation.

Remove post settings to a depth of 2 feet.

END OF SECTION

SECTION 02100 – SITE PREPARATION AND GRADING

PART 1 GENERAL

SECTION INCLUDES

Remove surface debris.

Clear site of plant life and grass. Being careful to avoid plant life and other features (such as protected wetlands and the associated buffer) remaining as a portion of final landscaping as designated by OWNER.

Remove trees and shrubs.

Remove root system of trees and shrubs.

PART 2 PRODUCTS

MATERIALS

All materials and equipment used in conjunction with this work shall be considered incidental to the work.

PART 3 EXECUTION

PROTECTION

Notify corporations, companies, individuals, or authorities owing utilities running to property before work begins and immediately notify any utilities encountered during excavating operations.

Cap or remove services in accordance with instructions by owners of services.

Protect, support, and maintain utilities that are to remain.

Protect trees, plant growth, and features designated to remain as final landscaping.

Protect benchmarks from damage or displacement.

CLEARING

Clear areas required for access to site and execution of Work. Remove trees and shrubs within marked areas. Remove stumps and root system to a minimum depth of 12 inches.

Clear undergrowth and deadwood without distributing subsoil. Herbicides shall not be used unless directed by OWNER.

REMOVAL

Remove debris, rock, and extracted plant life as directed by OWNER.

Remove topsoil to entire depth in areas where grade is to be raised and in all areas to be covered by structure, walk, or paving. Stockpile where indicated on Drawings or designated by OWNER. Stockpile for proper drainage. Strip stockpile areas of vegetation prior to stockpiling.

END OF SECTION

SECTION 02252 – CEMENT STABILIZED SAND

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Cement stabilized sand for backfill and bedding.

1.2 REFERENCES

A. ASTM C31 – Standard Practice for Making and Curing Concrete Test Specimens in the Field.
B. ASTM C33 – Standard Specification for Concrete Aggregates (Fine Aggregate).
C. ASTM C40 – Standard Test Method for Organic Impurities in Fine Aggregates for Concrete.
D. ASTM C94 – Standards Specification for Ready-Mixed Concrete.
E. ASTM C123 – Standard Test Method for Lightweight Pieces in Aggregate.
F. ASTM C142 – Standard Test Method for Clay Lumps and Friable Particles in Aggregates.
G. ASTM C150 – Specification for Portland Cement.
H. ASTM D698 –Test Methods for Moisture – Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb. (2.49-kg) Rammer and 12-in. (304.8mm) Drop.
I. ASTM D1633 – Standard Test Method for Compressive Strength of Molded Soil-Cement Cylinders.
J. ASTM D2487 – Standard Test Method for Classification of Soils for Engineering Purposes (Unified Soil Classification System).
K. ASTM D4318 –Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.3 SUBMITTALS

A. Submittals shall conform to requirements of Section 01300 - Submittals.
B. Submit proposed design mix and test data for sand-cement mixture.

1.4 DESIGN REQUIREMENTS

A. Design sand-cement mixture to produce a minimum unconfined compressive strength of 100 pounds per square inch in 48 hours compacted to 95 percent of ASTM D698 and when cured in accordance with ASTM C31, item 9, and tested in accordance with ASTM C31. Mix shall contain a minimum of 1-1/2 sacks of cement per cubic yard.

PART 2 PRODUCTS

2.1 MATERIALS

A. Cement: Type 1 Portland Cement conforming to ASTM C150.
B. Sand: Clean, durable sand meeting grading requirements for fine aggregates of ASTM C33, or requirements for Bank Run Sand of Section 02253, and the following requirements:
   1. Classified as SW, SP, or SM by the United Soil Classification System of ASTM D2487.
   2. Verify through reference tests that content of deleterious materials in sand is within following limits:
      a. Clay lumps, ASTM C142; less than 0.5 percent.
      b. Lightweight pieces, ASTM C123; less than 5.0 percent.
      c. Organic impurities, ASTM C40; color no darker than the standard color.
   3. Plasticity index of 4 or less when tested in accordance with ASTM D4318.
C. Water: Potable water, free of oils, acids, alkalies, organic matter or other deleterious substances, meeting requirements of ASTM C94.

2.2 MIXING MATERIALS

A. Add required amount of water and mix it thoroughly in a pugmill-type mixer.

B. Stamp batch ticket at plant with time of loading. Material not placed and compacted within 4 hours after loading shall be rejected.

PART 3 EXECUTION

3.1 PLACING

A. Place sand-cement mixture in 8-inch-thick loose lifts and compact to 95 percent of ASTM D698. Perform compaction of sand-cement mixture within 4 hours after addition of water to mix at the site.

B. Do not place sand-cement mixture in standing or free water.

3.2 FIELD QUALITY CONTROL

A. Testing will be performed under provisions of Section 01410 – Testing Laboratory Services.

B. Random samples of delivered product will be taken in the field at point of delivery and tested in accordance with ASTM D1633.

END OF SECTION

SECTION 02510 ASPHALTIC CONCRETE PAVING

PART 1 GENERAL

SECTIOIN INCLUDES:

A. PRIME COAT (CUTBACK ASPHALTIC MATERIAL)

B. HOT-MIX ASPHALTIC PAVEMENT "TYPE D"

C. SURFACE TRETMENTS

D. PRIME COAT (CUTBACK ASPHALTIC MATERIAL)

DESCRIPTION:
This item shall govern for the application of asphaltic material on the complete base course and/or other approved areas in accordance with these specifications.

MATERIALS:
The asphaltic material for the prime shall be cutback MC-30 and shall be applied at 0.20 gallons per S.Y. and shall meet the requirements of Item 300, "Asphalts, Oils and Emulsions" of the 1993 Texas Department of Transportation Standard Specifications.

CONSTRUCTION METHODS:
Prime Coat shall not be applied when the air temperature is below 60° F and falling, but it may be applied when the air temperature is above 50° F and rising, the air temperature being taken in the shade and away form artificial heat. Asphaltic material shall not be placed when general weather conditions are not suitable.

When the area and/or base are satisfactory to receive the prime coat, the surface shall be prepared by sweeping or other approved methods.

The asphaltic material shall be applied on the prepared surface by an approved self-propelled pressure distributor so operated as to distribute the material in one or several applications to achieve the rate shown on the plans, evenly and smoothly, under a pressure necessary for proper distribution.

The Contractor shall provide all necessary facilities and equipment for determining the temperature of the asphaltic material in all of the heating equipment and in the distributor, for determining the rate at which it is applied, and for securing uniformity at the junction of two (2) distributor loads.

All equipment used in storing or handling asphaltic material shall be kept clean and in good operating condition at all times and shall be operated in such a manner that there will be no contamination of the asphaltic material.

No traffic, hauling or placing of any subsequent courses shall be permitted over the freshly applied prime coat. Two fair weather days is the usual curing period before subsequent courses are placed.

The contractor shall be responsible for the maintenance of he surface until it is covered with the specified pavement course.

The contractor shall apply the asphalt at a temperature within the limits recommended in said Item 300 "Asphalts, Oils and Emulsions"

MEASUREMENT:
The quantity of cutback Asphaltic Prime Coat shall be measured in square yards of the area primed at the rate of 0.20 gallons per S.Y.

PAYMENT:
The work performed and materials furnished will not be paid for directly, but shall be incidental to the H.M.A.C.

E. HOT-MIX ASPHALTIC CONCRETE PAVEMENT

DESCRIPTION:
This item shall consist of a base course, a leveling up course, a surface course or any combination of these courses as shown on the plans, each to be composed of a compacted mixture of mineral aggregate an asphaltic material mixed hot in a plant.

The pavement shall be constructed on the previously completed and approved subgrade, base, existing pavement, bituminous surface or in the case of a bridge, on the prepared floor slab, as herein specified and in accordance with the details shown on the plans.

MATERIALS AND PAVING MIXTURES:
Materials and paving mixtures used in Hot Mix Asphaltic Concrete Pavement shall meet the Material and Paving mixtures requirements as set fourth in item 340 "Hot Mix Asphaltic Concrete Pavement" of the 2004 Texas Department of Transportation (TxDOT) Standard Specifications except that reclaimed asphalt pavement (RAP) will not be permitted. Crushed gravel screening may be used.

Prior to laying any asphalt, Contractor shall submit a Hot-Mix-Concrete mixture design for approval. The contractor shall provide for quality control at the plant to ensure that paving material delivered to the site conforms to the requirements of these specifications and to the mix design.

CONSTRUCTION METHODS:
Construction methods used in hot-mix Asphaltic Concrete Pavement shall beet the Construction Methods requirements as set fourth in Item 340 "Hot-Mix Asphaltic Concrete Pavement" of the Texas Department of Transportation Standard Specifications, 1993, with the following additions:

Applications of Hot-Mix Asphaltic Concrete Pavement shall not begin unless the temperature is at least 50° F in the shade and rising.

EQUIPMENT:
Mixing plants and all equipment used to lay and compact the mixture that will not continuously produce a mixture or mat meeting all of the requirements here, and on the engineering plans, shall not be allowed.

MEASUREMENT:
The quantity of asphaltic concrete pavement shall be measured by square yards as actually placed at the rate or thickness specified and compacted in the complete and accepted work in accordance with the plans and specifications for the project.

PAYMENT:
The work performed and the materials furnished, will be paid for by the number of square yards of

asphaltic concrete pavement placed at the contract unit price bid per square yard which includes cleaning the existing base course and the prime coat at the specified rate of application.

F. SURFACE TREATMENTS

DESCRIPTION:
This item shall govern for the construction of a surface treatment composed of a single, double or triple application of asphaltic material, each covered with aggregate, constructed on existing pavements or on the prepared base course or surface in accordance with these specifications. This item shall also govern for the

furnishing of aggregates (Stockpiled). Quantities for the different types of surfaces and materials will be as shown on the Basis of Estimate in the plans.

This item shall meet the requirements of Item 316 "Surface Treatment" of the Texas Department of Transportation 2004 Standard Specifications for the construction of Highways, Streets and Bridges with the exceptions, as modified below.

1) General. The fifth paragraph is voided and replaced by the following:

Unless otherwise authorized by the Engineer in writing, surface treatments shall be applied during the warm weather period between April 15 and September 15 when the air temperature taken in the shade is above 70° F and is rising. Surface treatments shall not be applied when the air temperature is below 80° F and is falling. Asphaltic material shall not be placed when general weather conditions are not suitable, in the opinion of the Engineer.

The eleventh paragraph is voided and replaced by the following:

Aggregate stockpiles remaining on the public's right-of-way after the final payment of the project will become property of the city of Pharr.

(2) Materials to be used and the rate of applications are as follow:
(A) Aggregate (Type PB GR 4) (1CY/ 125 S.Y.)
(B) Tack Coat (AC-15P) (0.30 Gal/S.Y.)

MEASUREMENT:
Surface treatment will be measured by the square yard of complete surface area covered with the types, grades and rates of materials specified on the plans or approved by the Engineer.

PAYMENT:
The work performed and materials furnished will not be paid for directly, but shall be incidental to the H.M.A.C.

END OF SECTION

SECTION 02511- CALICHE PAVING

PART 1 - GENERAL

SUBMITTALS:

Test Results

QUALITY ASSURANCE

Testing: Sampling and testing will be done independent testing laboratory paid for by CONTRACTOR.

PART 2 PRODUCTS

MATERIALS

Caliche-paving materials to meet the requirements of, TxDOT 2004 Standard Specifications Item 247.
Material to be Grade 4.
Material to have a minimum laboratory California Bearing Ratio of 50.
Prime coat: MC-1

PART 3 EXECUTION

PREPARATION

Check subgrade as to soundness, outline, and contour. Prepare subgrade for areas to be paved by scraping down bumps and irregularities to obtain smooth, even bed.

Remove and replace with any area, including soft or spongy spots, where displacement in subgrade is more than ½ inch in front of rollers.

INSTALLATION

Place materials when surface is dry and atmospheric temperature is above 40^{O} F.

Prior to and during compaction shape material and maintain to dimensions and contour. Keep surface of each layer true and smooth.

Compact to 98% of maximum density before succeeding layer is placed.

Variations from true profile and section shall not be more than 3/8 inch.

Prime compacted caliche surface at the rate of 0.20 gallons per square yard.

FIELD QUALITY ASSURANCE

Testing: Optimum Moisture Content and Maximum Density: Comply with AASHTO T99, Method C, with replacement of fraction aggregate retained on 3/4 inch sieve with No. 4 to 3/4 inch material.

END OF SECTION

SECTION 02611 - REINFORCED CONCRETE PIPE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Reinforced concrete pipe for sanitary sewers and storm sewers.

1.02 MEASUREMENT AND PAYMENT

A. Unit Prices.

1. No separate payment will be made for reinforced concrete pipe under this Section. Include cost in unit price Work as specified in following Sections:
    a. Section 02426 - Sewer Line in Tunnels.
    b. Section 02531 - Gravity Sanitary Sewers.
    c. Section 02631 - Storm Sewers.

2. Refer to Section 01270- Measurement and Payment for unit price procedures.

B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for Work in this section is included in total Stipulated Price.

1.03 REFERENCES

A. ASTM C 76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.

B. ASTM C 443 - Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe Using Rubber Gaskets.

C. ASTM C 497 - Standard Test Method for Concrete Pipe, Manhole Sections, or Tile.

D. ASTM C 506 - Standard Specification for Reinforced Concrete Arch Culvert, Storm Drain and Sewer Pipe

E. ASTM C 655 - Standard Specification for Reinforced Concrete D-load Culvert, Storm Drain and Sewer Pipe.

F. ASTM C 877 - Standard Specification for External Sealing Bands for Noncircular Concrete Sewer, Storm Drain, and Culvert Pipe.

1.04 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

B. Submit complete product data for pipe, fittings and gaskets for approval. Indicate conformance to appropriate reference standards.

C. Submit manufacturer's certificate that concrete pipes meet applicable standards.

D. For jacking pipe, submit drawings and data describing grouting port design and closure procedures when required by Section 02431 - Tunnel Grout, including liner repair, as applicable.

PART 2 PRODUCTS

2.01 REINFORCED CONCRETE PIPE

A. Conform circular reinforced concrete pipe to requirements of ASTM C 76, for Class III wall "B" thickness. Conform to rubber gasket joints for sanitary sewers and storm sewers and tongue and groove for roadside ditch culverts to ASTM C 443.

B. Conform reinforced concrete arch pipe to requirements of ASTM C 506 for Class A-III. Joints shall conform to ASTM C 877.

C. Reinforced concrete elliptical pipe, either vertical or horizontal, shall conform to requirements of ASTM C 507 for Class VE-III for vertical or Class HE-III for horizontal. Use rubber gasket joints conforming to ASTM C 877.

D. Conform reinforced concrete D-load pipe requirements of ASTM C 655.

2.02 GASKETS

A. When no contaminant is identified, furnish rubber gasket conforming to ASTM C 443 for circular reinforced concrete pipe and rubber gasket conforming to ASTM C 877 for reinforced concrete elliptical pipe.

2.03 LINERS FOR SANITARY SEWER PIPE

A. Reinforced concrete pipe for sanitary sewers shall be PVC lined and conform to Section 02427 - Plastic Liner for Large Diameter Concrete Sewers and Structures.

B. Reinforced concrete pipes to be installed in potentially contaminated areas shall have liners recommended by manufacturer as resistant to contaminants identified in Phase II Environmental Site Assessment Report.

2.04 SOURCE QUALITY CONTROL

A. Engineer or Owner's representative will inspect manufacturer's plant and casting operations as deemed necessary.

PART 3 EXECUTION

3.01 INSTALLATION

A. Conform to requirements of following Sections, as applicable:
1. Section 02448 - Pipe and Casing Augering for Sewers.
2. Section 02531 - Gravity Sanitary Sewers.
3. Section 02631 - Storm Sewers.
4. Section 02441 - Micro-tunneling and Pipe-Jacked Tunnels.

B. Install reinforced concrete pipe in accordance with manufacturer's recommendations.

END OF SECTION

SECTION 02710 - BASE COURSE

PART 1 GENERAL

1.01 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. American Association of State Highway and Transportation Officials (AASHTO):
   a. T11, Standard Method of Test for Materials Finer Than 75μm (No. 200) Sieve in Mineral Aggregates by Washing.
   b. T27, Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates.
   c. T89, Standard Specification for Determining the Liquid Limit of Soils.
   d. T90, Standard Specification for Determining the Plastic Limit and Plasticity Index of Soils.
   e. T96, Standard Specification for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
   f. T99, Standard Specification for the Moisture-Density Relations of Soils Using a 2.5 kg (5.5 pound) Rammer and a 305 mm (12 in) Drop.
   g. T180, Standard Specification for Moisture-Density Relations of Soils Using a 4.54 kg (10-lb) Rammer and a 457 mm (18-in) Drop.
   h. T190, Standard Specification for Resistance R-Value and Expansion Pressure of Compacted Soils.
   i. T265, Standard Method of Test for Laboratory Determination of Moisture Content of Soils.
   j. T310, Standard Specification for In-Place Density and Moisture Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).
2. ASTM International (ASTM):
   a. C88, Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate.
   b. D1883, Test Method for CBR (California Bearing Ratio) of Laboratory Compacted Soils.
   c. D2419, Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
   d. D4791, Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate.

1.02 DEFINITIONS

A. Completed Course: Compacted, unyielding, free from irregularities, with smooth, tight, even surface, true to grade, line, and cross-section.

B. Completed Lift: Compacted with uniform cross-section thickness.

C. Standard Specifications: When referenced in this section, shall mean Standard Specifications for Construction of Highways, Streets, and Bridges, Texas Department of Transportation, 1993, latest edition.

1.03 QUALITY ASSURANCE

A. Reference Standards: Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified.

1. TxDOT Items 210 and 216 (Rolling).
2. TxDOT Item 247, Flexible Base.

1.04 SUBMITTALS

A. Informational Submittals:

1. Certified Test Results on Source Materials: Submit copies from commercial testing laboratory 20 days prior to delivery of materials to Project showing materials meeting the physical qualities specified.
2. Certified results of in-place density tests from independent testing agency.
3. Delivery Tickets: Furnish to Engineer copies of all delivery tickets.
4. Statement of qualifications for independent testing laboratory.

PART 2 PRODUCTS

2.01 FLEXIBLE BASE MATERIALS

A. General:

1. Materials and mix designs used in the production of flexible base, including base course and gravel surfacing, shall generally conform to the standards presented in the Standard Specification for Construction of Highways, Streets and Bridges published by the Texas Department of Transportation, latest edition.
2. Flexible base materials shall meet the physical requirements for the specified grade(s) as set forth in Table 1. Provide Grade 1 flexible base.

Table 1
Physical Requirements

Grade	1
Triaxial Class	1
Min. compressive strength at 0 psi Lateral pressure (psi)	45
Min. Compressive Strength at 15 psi Lateral pressure (psi)	175
Master Grading	1-3/4" 0 7/8" 10-35 3/8" 30-50 No. 4 45-65 No. 40 70-85
Max. Liquid Limit	35
Max. Plasticity Index	10
Max. Wet Ball Mill Mix	40
Max. Increase in Passing No. 40	20

Notes:
1. Gradating requirements are percent retained on square sieves.
2. When a magnesium soundness value is shown or specified, the material will be tested in accordance with Test Method Tex-411-A.
3. Additives such as, but not limited to, lime cement or fly ash shall not be used to alter the soil contents or strengths shown in Table 1.
4. The base material shall have a maximum Bar Linear Shrinkage of 2 percent as determined by Test Method Tex-107-E, Part II.

B. The flexible base shall be Type A.

1. Type A material shall be crushed stone produced from oversized quarried aggregate, sized by crushing and produced from a naturally occurring single source. Crushed gravel or uncrushed gravel shall not be acceptable for Type A material. No blending of sources and/or additive materials will be allowed in Type A material.

C. Testing:

1. Testing of flexible base materials shall be in accordance with the following standard laboratory test procedures:

a. Preparation for Soil Constants and Sieve Analysis: Tex-101-E.
b. Moisture Content: Tex-103-E.
c. Liquid Limit: Tex-104-E.
d. Plastic Limit: Tex-106-E.
e. Plasticity Index: Tex-106-E.
f. Linear Shrinkage: Tex-107-E.
g. Sieve Analysis: Tex-110-E.
h. Moisture-Density Determination: Tex-113-E.
i. Roadway Density: Tex-115-E.
j. Wet Ball Mill: Tex-116-E.
k. Triaxial Tests (Part I or II as selected by Engineer): Tex-117-E.
l. Particle Count: Tex-460-A, Part I.
m. Los Angeles Abrasion: ASTM C131 (Grade A).

2. Samples for testing the base material for trixial class, soil constants, gradation, and wet ball mill will be taken prior to the compaction operations.

2.02 BASE COURSE

A. As specified for Type A, Grade 1, in Section 247, of the Standard Specifications, as specified above.

2.03 GRAVEL SURFACING

A. Type A, Grade 1, as specified in Section 247, of the Standard Specifications, as specified above.

2.04 SOURCE QUALITY CONTROL

A. Perform tests necessary to locate acceptable source of materials meeting specified requirements. Material shall be provided from a commercial source. Blending of materials from more than one source will not be allowed.

B. Final approval of aggregate material will be based on test results of installed materials.

C. Should separation of coarse from fine materials occur during processing or stockpiling, immediately change methods of handling materials to correct uniformity in grading.

PART 3 EXECUTION

3.01 GENERAL

A. The Contractor shall produce, transport, place, and compact the flexible base in accordance with the requirements herein.

3.02 SUBGRADE PREPARATION

A. Prior to delivery of the base material, the subgrade or existing roadbed shall be shaped to conform to the typical sections as shown on the Drawings or established by the Engineer.

B. As specified in Section 02319, Subgrade Preparation.

C. Obtain Engineer's acceptance of subgrade before placing base course or surfacing material.

D. Do not place base course or surfacing materials on soft, muddy, or frozen subgrade.

E. Unless otherwise allowed by the Engineer, the Contractor shall proof roll the roadbed to locate unstable areas of earthwork or subgrade in accordance with the following:

1. Equipment:

a. Proof-rolling equipment shall consist of not less than four pneumatic tired wheels, running on axles carrying not more than two wheels, and mounted in a rigid frame and provided with loading platform or body suitable for ballast loading.
b. The proof roller shall have a rolling width 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.
c. The tires shall be capable of operating under the various loads with variable air pressure up to 150 pounds per square inch. Tires shall be practically full of liquid.
d. The proof roller shall be towed by a suitable crawler type tractor or rubber tired tractor of adequate tractive capacity, or may be of the self-propelled type.
e. Rubber-tired tractive equipment shall be used on base courses and asphalt pavements.
f. The heavy pneumatic tire roller unit shall be capable of turning 180 degrees in the crown width or operating in forward and reverse modes.

2. Operation:
a. A minimum of two coverages of the proof roller will be required.
b. Each succeeding trip of the proof roller shall be offset by not greater than one tire width.
c. Rollers shall be operated at speeds between 2 and 6 miles per hour.

3. Where the operation of the proof-roller unit shows an area to be unstable or non-uniform, it shall be corrected as directed by the Engineer.

3.03 EQUIPMENT

A. Hauling Equipment: Vehicles for hauling aggregate or mixtures of aggregate and water shall be capable of depositing the material into or in front of spreading equipment with minimum of segregation.

B. Spreading Equipment: The equipment shall be capable of spreading and striking off material to the designated line, grade, and transverse slope with a uniform surface texture free of excessive segregation or fractures of material.

C. Compaction Equipment: Adequate in design and number to provide compaction of materials to a firm, even surface and to obtain specified density for each layer.

3.04 HAULING AND SPREADING

A. Hauling Materials:

1. Do not haul over surfacing in process of construction.
2. Loads: Of uniform capacity.
3. Maintain consistent gradation of material delivered; loads of widely varying gradations will be cause for rejection.

B. Spreading Materials:

1. Distribute material to provide required density, depth, grade, and dimensions with allowance for subsequent lifts.
2. Produce even distribution of material upon roadway or prepared surface without segregation.
3. Should segregation of coarse from fine materials occur during placing, immediately change methods of handling materials to correct uniformity in grading.

3.05 CONSTRUCTION OF COURSES

A. Construction of Courses: In accordance with Section 247, of the Standard Specifications, and as described below.

B. First Course:

1. Base material shall be spread uniformly in 6-inch maximum lifts and shaped the same day as delivered. In the event inclement weather or other unforeseen circumstances render this impractical, the material shall be shaped as soon as practical.

2. Prior to compacting the flexible base, the flexible base material shall be bladed and shaped to conform to the typical sections as shown on the Drawings.
3. All areas of segregated coarse or fine material shall be corrected or removed, and replaced with well-graded material, as directed by the Engineer, at no additional expense to Owner.

C. Succeeding or Finish Courses:
1. Construction methods shall be the same as required for the first course.
2. Throughout this entire operation, the shape of each course shall be maintained by blading.
3. Upon completion, the surface shall be smooth and in conformity with the typical section as shown on the plans and the established lines and grades.
4. Prior to placing the surfacing on the completed base, the base shall be cured to the extent directed by the Engineer.

D. Gravel Surfacing:
1. Completed Course Total Thickness: 6 inches.
2. Spread on preceding course in accordance with cross-section shown.
3. Blade lightly and roll surface until material is thoroughly compacted.

3.06 ROLLING AND COMPACTION

A. In accordance with Section 247, of the Standard Specifications, and as described below.

B. Compaction:
1. Roller Type:
a. The flexible base shall be compacted by using a power roller. Roller shall be a flat wheel, tamping, or other roller suitable for compaction of flexible base.
2. Water:
a. Water used for compaction shall be potable.
b. Water shall be applied with sprinklers equipped with positive and rapidly working cut-off valves and approved spray bars which will ensure the distribution of water in a uniform and controllable rate of application.
c. The Contractor shall apply the water in the required quantity to reach the specified density.
3. Compaction Procedures:
a. The flexible base shall be sprinkled as required and compacted to the extent necessary to provide not less than 100 percent density as determined by Test Method Tex-113-E, unless otherwise shown on the Drawings or specified.
b. Rolling with a power roller shall start longitudinally at the sides and proceed towards the center overlapping on successive trips by at least one-half of the width of the rear wheel of the power roller.
c. Alternate trips of the roller shall be slightly different in length. Rolling shall continue until specified density is reached.
d. The roller shall be operated at a speed between 2 and 3 miles per hour.
4. Density:
a. Each layer (maximum 6 inches) shall be compacted to the required density.
b. Prior to and in conjunction with the rolling operation, each layer shall be brought to the moisture content necessary to obtain the required density and shall be kept leveled with suitable equipment to ensure uniform compaction over the entire layer.
c. The density determination will be made in accordance with Test Method Tex-113-E. Field density determination will be made in accordance with Test Method Tex-115-E.
5. Reworking:
a. If the material fails to meet the density requirements or it loses the required stability, density, or finish before the next course is placed or the Project is completed, it shall be reworked, recompacted, and retested at Contractor's expense.

3.07 SURFACE TOLERANCES

A. Blade or otherwise work surfacing as necessary to maintain grade and cross-section at all times, and to keep surface smooth and thoroughly compacted.

B. Flexible base roadways will be measured for depth in accordance with Test Method Tex-140-E. If flexible base is deficient by more than 1/2 inch in thickness, the deficiency shall be corrected by scarifying, adding material as required, reshaping, recompacting and refinishing, at the Contractor's expense.

C. In areas on which surfacing is to be placed, any deviation in excess of 1/4 inch in cross section or 1/4 inch in a length of 16 feet measured longitudinally shall be corrected by loosening, adding, or removing material, reshaping, and recompacting by sprinkling and rolling, at the Contractor's expense.

D. In areas on which no surfacing is to be placed, any deviation in excess of 1/2 inch in cross section or 1/2 inch in a length of 16 feet measured longitudinally shall be corrected by loosening, adding, or removing material, reshaping, and recompacting by sprinkling and rolling, at the Contractor's expense.

E. Overall Average: Within plus or minus 0.01 foot from crown and grade specified.

3.08 FIELD QUALITY CONTROL

A. General: Provide services of approved certified independent testing laboratory to conduct tests. The Contractor shall pay for all testing.

B. In-Place Density Tests:

1. Provide testing laboratory at least 48 hours advance notification prior to testing.
2. Show proof that areas meet specified requirements before identifying density test locations.
3. Test Frequency: One per every four hours of production.

3.09 CLEANING

A. Remove excess material from the Work area. Clean stockpile and staging areas of all excess aggregate.

3.10 ACCEPTANCE OF THE WORK

A. The Contractor shall be responsible for the maintenance of the flexible base roadways until the work is accepted by the Owner. All holes or failures in the surface shall be repaired by use of additional flexible base.

END OF SECTION

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.

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 27th day of January, 20 16.

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.

General Decision Number: TX160008 01/08/2016 TX8

Superseded General Decision Number: TX20150008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was 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 $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. 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	01/08/2016

* 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

U.S. Department of Housing
and Urban Development

Labor Relations Desk Guide
LR01.DG

DAVIS-BACON
LABOR STANDARDS

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects



January 2012
Previous versions obsolete

INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations on-line:

http://www.hud.gov/offices/olr

Obtain additional copies of this Guide and other publications at our website or by telephone from HUD's Customer Service Center at (800)767-7468.

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CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

1-1 DAVIS-BACON AND OTHER LABOR LAWS.

a. **The Davis-Bacon Act (DBA).** The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U. S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

b. **The Contract Work Hours and Safety Standards Act (CWHSSA).** CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts ***except*** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to prime contracts of $100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. (See also Labor Relations Letter SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provision, available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

c. **The Copeland Act (Anti-Kickback Act).** The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

d. **The Fair Labor Standards Act (FLSA).** The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

1-2 DAVIS-BACON REGULATIONS.

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7***. Part 1 explains how the DOL establishes and publishes DBA wage determinations (aka wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available on-line on the World Wide Web:
http://www.dol.gov/dol/allcfr/Title_29.htm

1-3 CONSTRUCTION CONTRACT PROVISIONS

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally bound into the contract specifications.

a. The labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects

administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction or the HUD-5370-EZ (construction contracts ≤$100,000) which are used for Public and Indian Housing projects.

HUD program labor standards forms are available on-line at:
www.hud.gov/offices/adm/hudclips/index.cfm

b. Davis-Bacon Wage Decisions. The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:
http://www.wdol.gov

1-4 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR

The principal contractor (also referred to as the ***prime*** or ***general contractor***) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator, below.)

To make this Guide easier to understand, the term "prime contractor" will mean the principal contractor; "subcontractor" will mean all subcontractors including lower-tier subcontractors; and the term "employer" will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

1-5 RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR.

The ***contract administrator*** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 2-1, ***The Wage Decision***) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see 2-6, ***Compliance Reviews***) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff. But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs), Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

CHAPTER 2 HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS

WHERE TO START? Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

SECTION I - THE BASICS

2-1 THE WAGE DECISION.

Davis-Bacon labor standards stipulate the wage payment requirements for Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable Davis-Bacon wage decision.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 1-3, Construction Contract Provisions.

a. **The work classifications and wage rates.** A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the contract administrator (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

b. **Posting the wage decision.** If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of the DOL Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The Employee Rights under the Davis-Bacon Act poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

The Employee Rights under the Davis-Bacon Act poster (WH-1321) replaces the Notice to all Employees. The new poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

2-2 ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES.

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an additional classification and wage rate. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

a. **Additional classification rules.** Additional classifications and wage rates can be approved if:

1. The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the county where the project is located).

2. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)

3. The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,

4. The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

b. **Making the request.** A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.

c. **HUD review.** The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

   If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will not approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

d. **DOL decision.** The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

   If the DOL does not approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 CERTIFIED PAYROLL REPORTS.

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

a. **Payroll formats.** The easiest form to use is DOL's WH-347, Payroll. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

You are not required to use Payroll form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

b. **Payroll certifications.** The weekly payrolls are called certified because each payroll is signed and contains language certifying that the information is true and correct. The payroll certification language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions and the Payroll form WH-347 in a "fillable" PDF format at this address:
www.dol.gov/whd/forms/wh347.pdf

c. **"No work" payrolls.** "No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. (See tip box, for "no work" payroll exemption!) However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you number payrolls consecutively or if you send a note, you do not need to send "no work" payrolls.

If you number your payroll reports consecutively, you do not need to submit "no work" payrolls!

d. **Payroll review and submission.** The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

e. **Payroll retention.** Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

f. **Payroll inspection.** In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 DAVIS-BACON DEFINITIONS.

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

a. **Laborer or mechanic.** "Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, and trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.

1. **Working foremen**. Foremen or supervisors that regularly spend more than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.

2. **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

b. **Employee.** Every person who performs the work of a laborer or mechanic is "employed" regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, Labor standards compliance requirements for self-employed laborers and mechanics. Labor Relations Letters and other helpful Labor Relations publications are available at HUD's Labor Relations web site (see the list of web site addresses in the Appendix).

c. **Apprentices and trainees.** The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training programs. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months - 1 year: 70%; etc. The percentage is applied to the journeyman's wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman's wage rate on the applicable wage decision for that craft.

1. **Probationary apprentice.** A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.

2. **Pre-apprentice.** A "pre-apprentice", that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is not considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.

3. **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use on the job site cannot exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

d. **Prevailing wages or wage rates.** Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate unless you provide bona fide fringe benefits for your employees.

    1. **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates provided the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. Accurate time records must be maintained for any piece-work employees. If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.

e. **Fringe benefits** Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits do not include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the total hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires $10/hour basic rate plus $5/ hour fringe benefits, you must pay no less than that total ($15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay $15 in base wage with no fringe benefits, or you could pay $12 basic plus $3 fringe benefits. You can also off-set the amount of the base wage if you pay more in fringe benefits such as by paying or $9 basic plus $6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

f. **Overtime.** Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

g. **Deductions.** You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee.

Referring, again, to our example above where the wage decision requiring a $15 total wage obligation ($10 basic wage plus $5 fringe benefits) was met by paying $9 base wage plus $6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate as stated on the wage decision. In the above example, the employer must pay for overtime: $15/hr ($9 basic + $6 fringe) plus $5 (one-half of $10, the wage decision basic rate) for a total of $20 per hour.

h. **Proper designation of trade.** You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters even if they aren't considered by you to be fully trained as a Carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

    1. **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each classification in which work was performed only if you maintain accurate time records showing the amount of time spent in each classification of work. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.

i. **Site of work.** The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II - REPORTING REQUIREMENTS

2-5 COMPLETING A PAYROLL REPORT.

What information has to be reported on the payroll form? The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's name; his or her work classification (who is working for you and what do they do?), the hours worked during the week, his or her rate of pay, the gross amount earned (how much did they earn?), the amounts of any deductions for taxes, etc., and the net amount paid (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

a. **Project and contractor/subcontractor information.** Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the week dates in the spaces provided. Numbering payrolls is optional but strongly recommended.

b. **Employee information.** Effective January 18, 2009, payrolls shall not report employee addresses or full Social Security Numbers (SSNs). Instead, the first payroll on which each employee appears shall include the employee's name and an individually identifying number, usually the last 4 digits of the employee's SSN. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees, e.g., if two employees have the same name.

   Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for federal labor standards compliance monitoring. Prime contractors may require a subcontractor(s) to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

c. **Work classification.** Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

1. **Apprentices or trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

2. **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

d. **Hours worked.** The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

e. **Rate of pay.** Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you do not participate in approved fringe benefit programs, add the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

1. **Piece-work.** For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

   The effective hourly rate must be reflected on the certified payroll and this hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires $10/hour basic plus $5/hour fringe benefits, the overtime rate would be: ($10 x 1 ½) + $5 = $20/hour.

f. **Gross wages earned.** Show the gross amount of wages earned for work performed on this project. Note: For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, $425.40/$764.85) and base deductions and net pay on the "all projects" earnings.

g. **Deductions.** Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

h. **Net pay.** Show the net amount of wages paid.

i. **Statement of compliance.** The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer's weekly payroll no matter how many pages are needed to report the employee data.

j. **Signature.** Make sure the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. Signatures in pencil; signature stamps; xerox, pdf and other facsimiles are not acceptable.

SECTION III - PAYROLL REVIEWS AND CORRECTIONS

2-6 COMPLIANCE REVIEWS.

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see 1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

a. **On-site interviews.** Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator.

b. **Project payroll reviews.** The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS.

The following paragraphs describe common payroll errors and the corrective steps you must take.

a. **Inadequate payroll information.** If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.

b. **Missing identification numbers.** If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

c. **Incomplete payrolls.** If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.

d. **Classifications.** If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision or the employer may request an additional classification and wage rate (see 2-2). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees. (see 2-8 for instructions about wage restitution.)

e. **Wage rates.** If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

f. **Apprentices and trainees.** If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

g. **Overtime.** If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:

    1. If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at $10 per day per violation. Or,

    2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA overtime violations. Also, the contract administrator may refer the matter to the DOL for further review.

h. **Computations.** If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

i. **Deductions.** If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

j. **Fringe benefits.** If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit correction certified payrolls and will be required to pay wage restitution if underpayments occurred. However, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate plus the fringe benefit rate), no correction is necessary.

k. **Signature.** If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principle of the firm and that person has not been authorized by principle to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principle or other authorized signatory.

l. **On-site interview comparisons.** If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a correction certified payroll report.

m. **Correction certified payroll.** Any and all changes to data on a submitted payroll report must be reported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

2-8 RESTITUTION FOR UNDERPAYMENT OF WAGES.

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. All wages paid to laborers and mechanics for work performed on the project, including wage restitution, must be reported on a certified payroll report.

a. **Notification** to the Employer/Prime contractor. The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/ prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

b. **Computing wage restitution.** Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

c. **Correction certified payrolls.** The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification; the total number of work hours involved (daily hours are usually not applicable for wage restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll.

HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashiers, canceled or other), or employee-signed receipts or waivers.

d. **Review of correction CPR.** The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.

e. **Unfound workers.** Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required

to place in a deposit or escrow account an amount equal to the total gross amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

CHAPTER 3 LABOR STANDARDS DISPUTES, ADMINISTRATIVE REVIEWS, WITHHOLDING, DEPOSITS AND ESCROW ACCOUNTS, AND SANCTIONS

WHAT HAPPENS WHEN THINGS GO WRONG?

3-1 INTRODUCTION.

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

3-2 ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES.

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

a. **Additional classifications and wage rates.** Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

1. **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (for example, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See 2-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

2. **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by the DOL's Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR 1.9.)

b. **Findings of underpayment.** Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1. **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL Administrative Law Judge (ALJ). (See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)

2. **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 WITHHOLDING.

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

3-4 DEPOSITS AND ESCROWS.

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and final payments provided the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 1-4, Responsibility of the Principal Contractor, and 2-8, Restitution for Underpayment of Wages.

a. **Where the parties have agreed to amounts of wage restitution that are due** but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in 2-8(f) of this Guide.

b. **Where underpayments are suspected or alleged and an investigation has not yet been completed.** The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor.

   If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor.

   1. If the employer is unable to make the payments to the workers, e.g., lacks the funds necessary, the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

2. If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (See 2-8(f) and 3-4(a)).

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained as explained in 3-4(c), below.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 ADMINISTRATIVE SANCTIONS.

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

a. **DOL debarment.** Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.

b. **HUD sanctions.** HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.

1. **Limited Denial of Participation.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

2. **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

3-6 FALSIFICATION OF CERTIFIED PAYROLL REPORTS.

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of $1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

ACRONYMS AND SYMBOLS

CDBG -	Community Development Block Grant
CFR -	Code of Federal Regulations
CPR -	Certified Payroll Report
CWHSSA -	Contract Work Hours and Safety Standards Act
DBA -	Davis-Bacon Act
DBRA -	Davis-Bacon and Related Acts
DOL -	Department of Labor
FHA -	Federal Housing Administration
FLSA -	Fair Labor Standards Act
HUD -	Housing and Urban Development (Department of)
IHA -	Indian Housing Authority
LCA -	Local Contracting Agency
LDP -	Limited Denial of Participation
O/T -	Overtime
PHA -	Public Housing Agency
S/T -	Straight-time
SAC -	State Apprenticeship Council/Agency
TDHE -	Tribally-Designated Housing Entity
§ -	Section
¶ -	Paragraph

DAVIS-BACON - RELATED WEB SITES*

HUD Office of Labor Relations:
www.hud.gov/offices/olr

HUD Regulations:
http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

HUDClips (HUD Forms and Publications):
www.hud.gov/offices/adm/hudclips/index.cfm

DOL Davis-Bacon and Related Acts Homepage:
http://www.dol.gov/whd/contracts/dbra.htm

DOL Regulations:
http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

Davis-Bacon Wage Decisions:
www.wdol.gov

DOL Forms:
www.dol.gov/whd/programs/dbra/forms.htm

***Web addresses active as of January 2012**

Project Wage Rate Sheet	U.S. Department of Housing and Urban Development Office of Labor Relations	

Project Name:	Wage Decision Number/Modification Number:
Project Number:	Project County:

Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Laborers Fringe Benefits		$
Bricklayers			$	Group #	BHR	Total Wage
Carpenters			$			$
Cement Masons			$			$
Drywall Hangers			$			$
Electricians			$			$
Iron Workers			$			$
Painters			$	Operators Fringe Benefits:		$
Plumbers			$	Group #	BHR	Total Wage
Roofers			$			$
Sheet Metal Workers			$			$
Soft Floor Workers			$			$
Tapers			$			$
Tile Setters			$	Truck Drivers Fringe Benefits:		$
Other Classifications				Group #	BHR	Total Wage
			$			
			$			
			$			

Additional Classifications (HUD Form 4230-A)					
Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Date of HUD Submission to DOL	Date of DOL Approval
			$		
			$		
			$		

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1215-0149
Expires: 12/31/2011

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION / PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
			O											
			S											
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			S											

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

U.S. Department of Housing and Urban Development
Office of Departmental Operations and Coordination
Washington, DC 20410

Email: www.OfficeofLaborRelations@hud.gov

Labor Relations Desk Guide
LR01.DG





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:

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: _____ Enigineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	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

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 0 CONTRACTOR _____

PROJECT NO. _____ COUNTY _____ DATE WORK BEGAN _____

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE

(Company Letterhead)

(Date)

County of Hidalgo
Attn.: Mr. 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

DRAFT

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: _____

Exhibit E-L

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.: _____

					Original Schedule Value			Value		First Month			Second Month			Third Month				Balance To Finish	
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(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
		(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 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.

Precinct Logo

Your Tax Dollars at Work
Hidalgo County Pct 1
A.C. Cuellar, Jr., Commissioner

Paving and Drainage Improvements
"Mile 12N (FM1015 – 2W)"

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:

SAM Engineering & Surveying
200 S. 10th Street, Ste. 1607
McAllen, Texas 78501
Phone: 956.702.8880

CONSTRUCTION CONTRACT

This Agreement entered into this **February 3, 2016** by and between Hidalgo County, herein after called the "OWNER", acting herein through its County Judge and **MJA Construction, LLC (a corporation)** (a partnership) (an individual) of **Mission** , State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

PROJECT NAME:	**Hidalgo County Precinct No. 1 – "Paving & Drainage Improvements to: Mile 12N (FM1015-2W)"**
CONTRACT No.:	**C-16-028-02-03**
PROJECT DESCRIPTION:	**PAVING & DRAINAGE IMPROVEMENTS**

hereinafter called the project, for the sum of **($155,897.80) – One hundred fifty five thousand eight hundred ninety seven dollars and eighty cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **SAMES, Inc.** and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **(90) Ninety** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($250.00) Two hundred fifty dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

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

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

Name of Signatory
Name of Firm

Name of Firm: M.J.A. Construction, LLC

Address: 3100 Hackberry Ave
Mission, TX. 78574

Federal I.D./S.S.: 20-2541347

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the 11 day of February, 2016,

by General Mana. Member. Sonya A. Gonzalez of and on behalf of M.J.A. Construction, LLC.
(title) (a corporation) (a partnership) (an individual)

GABRIELA GARCIA
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 7/24/2018
NOTARY ID 12553411-7

Notary Public - Signature

ATTEST:

Arturo Guajardo, Jr. County Clerk

COUNTY OF HIDALGO

RAMON GARCIA, COUNTY JUDGE

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, TX 78504

By:
Stephen Crain

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-10633

Date Filed:
02/08/2016

Date Acknowledged:
02/10/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

M.J.A. Construction, LLC
Mission, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

2016-028-01-27-MSS
Hidalgo County Precinct No. 1- Paving & Drainage Improvements to: Mile 12N (FM1015-2W)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gonzalez, Sonya	Mission, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-10633

Date Filed:
02/08/2016

Date Acknowledged:

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M.J.A. Construction, LLC
Mission, TX United States

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Hidalgo County

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2016-028-01-27-MSS
Hidalgo County Precinct No. 1- Paving & Drainage Improvements to: Mile 12N (FM1015-2W)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gonzalez, Sonya	Mission, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

NOTARY PUBLIC STATE OF TEXAS
NELDA JASSO
My Commission Expires
March 6, 2018

AFFIX NOTARY'S NAME / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Sonya A. Gonzalez, this the 9th day of February, 20 16, to certify which, witness my hand and seal of office.

Nelda Jasso	Nelda Jasso	Notary
Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath

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
2566820

1 **Name of person who has a business relationship with local governmental entity.**

Texas Cordia Construction, LLC (Yara M. Corbitt)

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

Yara M. Corbitt, PE — Yara M. Corbitt

Signature of person doing business with the governmental entity

12/03/15

Date

Adopted 06/29/2007

2653531

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.

M.J.A. Construction, LLC - Sonya A. Gonzalez

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 ☑ 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.

NONE

4

Signature of person doing business with the governmental entity

10-12-15

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-10483

Date Filed:
02/08/2016

Date Acknowledged:
02/09/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Texas Cordia Construction, LLC
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

2016-027-01-27-MSS
Paving & Drainage Improvements to Mile 4W (10N - 12N)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AI-53488

Purchasing Department 17.
C. 1.

CC - REGULAR
Meeting Date: 02/23/2016
Submitted For: Carlos Jasso, COMM. PCT. #2
Submitted By: Moises Salazar, PURCHASING DEPT.
Department: COMM. PCT. #2

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 purposes of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for Hidalgo County Precinct No. 2 "Boy & Girls Club Facility Project".

	L & G Consulting Engineers, Inc.	S & B Infrastructure, LTD	Hinojosa Engineering, Inc.
SCORE	96	92	94
RANKING			

C. Authority for the Purchasing Department to negotiate a professional services agreement commencing with the No. 1 ranked firm of _____ for professional engineering services for Hidalgo County Precinct No. 2 "Boys & Girls Club Facility Project".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 ACCT. #: 6-1100-451-24-122-119-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Use of funding is dependent on the acceptance of agreement.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/19/2016 03:44 PM

Budget & Management	Veronica Ortiz	02/19/2016 03:52 PM
Final Approval	Monica Badillo	02/19/2016 04:54 PM

Form Started By: Moises Salazar Started On: 02/19/2016 01:58 PM

Final Approval Date: 02/19/2016

AI-53330

Purchasing Department 17.
D. 1.

CC - REGULAR
Meeting Date: 02/23/2016
Submitted For: Norma Ceballos, COMM. PCT. #3
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3

Information

CAPTION

Pursuant to Article 14 of the "professional engineering services" agreement #C-15-161-11-17 with L&G Consulting Engineers, Inc. d/b/a L&G Engineering, is requesting approval to engage the services of Sub-Contractor (AmaTerra Environmental, Inc.) with adherence to insurance provisions required by said article.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
No fiscal impact.

Attachments

Notice of Subcontracting

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/09/2016 05:05 PM
Budget & Management	Veronica Ortiz	02/11/2016 09:31 AM
Glinda Pacheco	Glinda Pacheco	02/12/2016 09:44 AM

Form Started By: Norma Ceballos Started On: 02/09/2016 09:34 AM
Final Approval Date: 02/12/2016

L&G Engineering
Transportation Consultants

October 28, 2015

The Honorable Joe Flores
Hidalgo County Precinct No. 3
Attn: Norma Ceballos
724 N. Breyfogle
Mission, Texas 78572

RE: Subcontracting Notice for Veterans Boulevard (SH 495) Project
Limits: from Abram Road to La Homa Road (SH 364)

Dear Commissioner Flores:

We would like to inform you of the subcontractor that we will be using on the Veterans Boulevard Project Phase I (from Abram Road to La Homa Road (SH 364). Please coordinate with your Purchasing Department for Commissioner's Court approval of this notification. This sub-contractor will be providing Archeological/Historical Services (see attached proposal) for this project.

Subcontractor:
Archeological & Historical Services:
Ms. Jill Madden
AmaTerra Environmental Inc.
4009Banister Lane, Ste. 300
Austin, Texas 78704
Phone (512)-329-0031

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

AI-53487

Purchasing Department 17.
E. 1.

CC - REGULAR
Meeting Date: 02/23/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Letty Saenz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval of **"AMENDMENT"** to the **AIA B101-2007 Standard Form of Agreement (C-13-072-09-03)** with **Mata-Garcia Architects, L.L.P.** for the purposes of **"Design and Construction of the San Carlos Community Resource Center (located at corner of State Highway 107 and Sunflower Road)** within **Hidalgo County Precinct No. 4** to modify and include **[landscaping / irrigation / structural / electrical/ observation / coordination]** with an increase in Architectural fees in the amount of **($ 27,900.00),** subject to compliance with **HB1295 [if and when applicable];**

b. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a "professional architectural services";

c. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated through the County's approved "pool" of Architectural Firms for the purposes of **"Repairs/Renovations/Remodeling, Additions/Alterations and/or Building Review/Assessment Related Services on a [per project basis] for County-owned Buildings/Structures"** located within **Hidalgo County Precinct No. 4,** subject to compliance with **HB1295 [if and when applicable];**

ARCHITECTURAL FIRMS

Totals	**Gignac & Associates, LLP**	**Gomez, Mendez & Saenz, Inc.**	**Mata-Garcia, Architects, LLP**
Scores	**93**	**94**	**98**
Ranking			

d. Authority for the Purchasing Department to negotiate an **"on call"** professional Architectural Services Agreement for the purposes of **"Repairs/Renovations/Remodeling, Additions/Alterations and/or Building Review/Assessment Related Services on a [per project basis] for County-owned Buildings/Structures"** located within **Hidalgo County Precinct No. 4**, with the No.1 ranked firm _____ for **Architectural Services.**

BACKGROUND

AMENDMENT to AIA B101-2007-Mata-Garcia Architects-(Subject to Legal's Review & Approval)
Grid-On Call-Architectural Services-Pct 4
MEMO REQUEST-PCT 4

Fiscal Impact

FISCAL YEAR:	2016	ACCT. #:	6-1100-419-40-124-123-0-334
FUNDS AVAILABLE Y/N?: Y		MATCHING FUNDS Y/N?: N	

BUDGETARY IMPACT:

Funds available pending CC approval of AI-53465.

Attachments

Grid-On Call-Architectural Services-Pct 4
Email frm Pct 4-place SOQs-on call-Architect
C
signed hb 1295
final

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/19/2016 03:42 PM
Budget & Management	Veronica Ortiz	02/19/2016 03:52 PM
Glinda Pacheco	Glinda Pacheco	02/19/2016 04:39 PM
Final Approval	Monica Badillo	02/19/2016 04:54 PM

Form Started By: Letty Saenz Started On: 02/19/2016 01:29 PM

Final Approval Date: 02/19/2016

PROFESSIONAL ARCHITECTURAL SERVICES

For the purposes of:

"Repairs/Renovations/Remodeling, Additions/Alterations and/or Building Review/Assessment Related Services on a "per project basis" for County-owned Buildings/Structures" located within

HIDALGO COUNTY PRECINCT No. 4

Scoring & Evaluation GRID

Architectural Firms

Total Scores	Gignac & Associates, LLP	Gomez, Mendez & Saenz, Inc.	Mata-Garcia Architects, LLP
Evaluator 1	93	94	98
RANKING			

Scoring/Evaluation-completed by HC Precinct No. 4-Maria "Lulu" Lucio

Zimbra **leticia.saenz@co.hidalgo.tx.us**

SOQ's for Project: PCT 4 On Call Architectural Services

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Fri, Feb 19, 2016 11:47 AM

Subject : SOQ's for Project: PCT 4 On Call Architectural Services 1 attachment

To : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>

Cc : Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us>, Jose Ochoa <jose.ochoa@co.hidalgo.tx.us>, Veronica Lopez <veronica.lopez@co.hidalgo.tx.us>

Good Morning Ms. Letty,

Please place the following evaluations on agenda for Tuesday, February 23rd (Originals will be sent to you shortly). If you need for me to request the agenda item be moved please let me know. Thank you, have a great day!

Respectfully,

Lulu Lucio, CPM
Executive Assistant
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

20160219113543277.pdf
1 MB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/28/2015

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: certs@fenner-esler.com	
Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	PHONE (A/C, No, Ext): (201) 262-1200	FAX (A/C, No): (201) 262-7810
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Atlantic Specialty Insurance	27154
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Mata-Garcia Architects LLP
1314 West Ivy Avenue
McAllen TX 78501-4310

COVERAGES **CERTIFICATE NUMBER:** Master 15-16 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPL-4930-15	12/21/2015	12/21/2016	Per Claim Limit	$2,000,000
							Aggregate Limit	$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2812 So. Business Hwy. 281
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kevin Esler/MICHEL

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/30/15

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:	
Greer Insurance Agency	PHONE (A/C, No, Ext): (956)425-7776	FAX (A/C, No): (956)425-7778
1271 N. Stuart Place Road	E-MAIL ADDRESS: Ilsa@greerins.com	
Harlingen, TX 78552	INSURER(S) AFFORDING COVERAGE	NAIC #
Phone (956)425-7776 Fax (956)425-7778	INSURER A: The Hartford	
INSURED	INSURER B:	
Mata-Garcia Architects, LLP	INSURER C:	
1314 Ivy Ave.	INSURER D:	
McAllen,, TX 78501- 956	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 ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			46SBABI3650	04/22/2015	04/22/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000.00 $ 1,000,000.00 $ 10,000.00 $ 1,000,000.00 $ 2,000,000.00 $ 2,000,000.00 $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON-OWNED AUTOS ☐ ☐			46SBABI3650	04/22/2015	04/22/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000.00 $ $ $ $
A	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			46SBABI3650	04/22/2015	04/22/2016	EACH OCCURRENCE AGGREGATE 	$ 1,000,000.00 $ 1,000,000.00 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			46WBCZU6921	04/22/2015	04/22/2016	☑ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000.00 $ 1,000,000.00 $ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Office Copy

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-16477

Date Filed:
02/22/2016

Date Acknowledged:
02/22/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Mata+Garcia Architects LLP
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Hidalgo Precinct No. 4

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

C130720903
Design of landscaping, retaining walls, irrigation lines, structural elements, electrical lighting and on-site observations as contract amendments to the San Carlos Community Resource Center project.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-16477

Date Filed:
02/22/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Mata+Garcia Architects LLP
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
County of Hidalgo Precinct No. 4

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
C130720903
Design of landscaping, retaining walls, irrigation lines, structural elements, electrical lighting and on-site observations as contract amendments to the San Carlos Community Resource Center project.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

PRISCILLA LOURDES GUERRA
MY COMMISSION EXPIRES
February 25, 2019

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Hector Rene Garcia, this the 22 day of Feb, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath: Priscilla Lguerra | Title of officer administering oath: Notary Public

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO AIA B101-2007
STANDARD FORM OF AGREEMENT
BETWEEN MATA-GARCIA ARCHITECTS, LLP AND
THE COUNTY OF HIDALGO
(Design and Construction of the San Carlos Community Resource Center)
C-13-072-09-03

This **AMENDMENT** to the Agreement (as defined below) between **MATA-GARCIA ARCHITECTS, LLP** (the "Architect") and the **COUNTY OF HIDALGO, TEXAS** ("Owner"), is effective the **23rd** day of **February, 2016,** and is made between the Architect and the Owner (the "Amendment"), as follows:

WHEREAS, Architect and Owner executed that certain agreement (the "Agreement") between Architect and the Owner made as of the 3rd day of September, 2013 (C-13-072-09-03, including AIA B101-2007 Standard Form of Agreement Between Architect and Owner), in which the Architect agreed to provide professional services for a project known as the Design and Construction of the San Carlos Community Resource Center, which is located at the corner of State Highway 107 and Sunflower Road within Hidalgo County Precinct No. 4 (the "Project");

WHEREAS, due to a change in circumstances, at the request of the Owner, the Architect and Owner have agreed to modify the original scope of services to include certain landscaping, irrigation, structural, electrical, observation and coordination services to be provided by the Architect for the Owner under the Agreement with respect to the Project**;**

WHEREAS, the proposed modification of the services to be provided by the Architect pursuant to the Agreement has increased the fee to the Architect in the amount of Twenty Seven Thousand, Nine Hundred Dollars ($27,900.00); and

WHEREAS, the parties desire to amend the Agreement as hereinafter provided to address the modification;

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 Architect hereby agree as follow:

1. In Section 11.1 of the AIA Document B101-2007 Standard Form of Agreement Between Owner and Architect (the "B101") of the Agreement, the last sentence

is deleted and the following shall be inserted in lieu thereof:

"The aggregate amount of One Hundred Twelve Thousand, Four Hundred Dollars and Zero Cents ($112,400.00), which is the aggregate of the original amount of $84,500 from the Architect's April 22, 2013, Letter, and the additional amount of $27,900 from the Architect's February 19, 2016, Letter (relating to modification in the services), both of which are included herewith as part of Exhibit "E" to this Agreement."

2. The Architect acknowledges receipt of Eighty Two Thousand, Four Hundred Thirty Five Dollars and 84/100 ($82,435.84) prior to the date hereof, which amount is the entire amount due under the Agreement, as amended hereby, through the date hereof, with Twenty Nine Thousand, Nine Hundred Sixty Four Dollars and 16/100 ($29,964.16) remaining of the amount designated in Section 11.1 of the B101 of the Agreement, as amended hereby, which remaining amount is not yet due in accordance with the terms of the Agreement.

3. Exhibit "C" to the Agreement is amended by adding thereto the updated insurance certificate attached to this Amendment as Exhibit "C-1". References in the Agreement to Exhibit "C" shall be deemed to be to Exhibit "C" as amended hereby to include the additional certificate.

4. Exhibit "E" to the Agreement is amended by adding thereto the documents attached to this Amendment as Exhibit "E-1". References in the Agreement to Exhibit "D" shall be deemed to be to Exhibit "E" as amended hereby to include the documents attached hereto as Exhibit "E-1".

5. Except as modified herein, all terms and conditions of the Agreement remain in full force and effect. Architect and Owner ratify and confirm the terms and provisions of the Agreement, as amended by this Amendment.

[SIGNATURE PAGE FOLLOWS]

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

MATA-GARCIA ARCHITECTS, LLP

By: _____
Fernando Mata, Architect/Partner, AIA
Hector R. Garcia, Architect/Partner

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain

Exhibit C-1

Current Insurance Certificate (added to Exhibit C of the Agreement)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/28/2015

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: certs@fenner-esler.com	
Fenner & Esler 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	PHONE (A/C, No, Ext): (201) 262-1200	FAX (A/C, No): (201) 262-7810
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Atlantic Specialty Insurance	27154
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Mata-Garcia Architects LLP
1314 West Ivy Avenue
McAllen TX 78501-4310

COVERAGES **CERTIFICATE NUMBER:** Master 15-16 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPL-4930-15	12/21/2015	12/21/2016	Per Claim Limit	$2,000,000
							Aggregate Limit	$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2812 So. Business Hwy. 281
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kevin Esler/MICHEL

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/30/15

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PRODUCER	CONTACT NAME:	
Greer Insurance Agency	PHONE (A/C, No, Ext): (956)425-7776	FAX (A/C, No): (956)425-7778
1271 N. Stuart Place Road	E-MAIL ADDRESS: Ilsa@greerins.com	
Harlingen, TX 78552	INSURER(S) AFFORDING COVERAGE	NAIC #
Phone (956)425-7776 Fax (956)425-7778	INSURER A: The Hartford	
INSURED	INSURER B:	
Mata-Garcia Architects, LLP	INSURER C:	
1314 Ivy Ave.	INSURER D:	
McAllen,, TX 78501- 956	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			46SBABI3650	04/22/2015	04/22/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000.00 $ 1,000,000.00 $ 10,000.00 $ 1,000,000.00 $ 2,000,000.00 $ 2,000,000.00 $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON-OWNED AUTOS ☐ ☐			46SBABI3650	04/22/2015	04/22/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000.00 $ $ $ $
A	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			46SBABI3650	04/22/2015	04/22/2016	EACH OCCURRENCE AGGREGATE 	$ 1,000,000.00 $ 1,000,000.00 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			46WBCZU6921	04/22/2015	04/22/2016	☑ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000.00 $ 1,000,000.00 $ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Office Copy

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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Exhibit E-1

Additional Documents that are Part of Exhibit E of the Agreement

MATA garcia
ARCHITECTS L.L.P.

ARCHITECTURE

PROJECT MANAGEMENT

INTERIOR DESIGN

February 19, 2016

Mr. Joseph Palacios
Hidalgo County Commissioner Precinct 4
1051 North Doolittle Road
Edinburg, Texas 78542

Re: Landscaping Proposal for the Contract Amendment to the San Carlos Community Resource Center and adjacent Parking Lot

Mr. Palacios:

We enclose our proposal for the landscaping / irrigation / structural / electrical / observation / coordination work for the referenced projects. The work entails the following: Coordination of consultants for referenced project, construction document phase, bidding phase and review of construction proposals, construction observation, design of landscaping – fifteen feet out from the building, on the retaining walls and the parking lot, design of an irrigation system for the landscaping, a structural system for the retaining walls and electrical lighting for the parking lot.

Mata+Garcia Architects LLP will handle the primary architectural work. We will be assisted by the following consultants: Virtual X-Lab for the Landscaping, Urban Infrastructure Group Inc. for the irrigation system and the structural elements of the retaining wall and Sigma HN Engineering for the electrical lighting of the parking lot.

Total A/E Fees for referenced work:	$27,900.00

If you have any questions, feel free to call.

Regards,

Hector Rene Garcia
Architect | Partner

MATA garcia
ARCHITECTS L.L.P.

ARCHITECTURE

PROJECT MANAGEMENT

INTERIOR DESIGN

February 15, 2016

Mr. Joseph Palacios
Hidalgo County Commissioner Precinct 4
1051 North Doolittle Road
Edinburg, Texas 78542

Re: Landscaping Proposals for the San Carlos Community Resource Center and adjacent Parking Lot and the previously submitted Sunflower Park Entry Gate / Landscaping Proposal

Mr. Palacios:

We enclose our proposal for the landscaping / irrigation / observation / coordination work for the referenced projects. (Attachments for each firm enclosed.)

Mata+Garcia Architects LLP: Coordination of consultants for referenced project, construction document phase, bidding phase and review of construction proposals, construction observation. (Refer to attachment for breakdown and scope of services.)	$ 9,900.00
Virtual X-Lab: Design of Landscaping for the San Carlos CRC and Parking Lot (Refer to attachment for a detailed breakdown and scope of services.)	$ 5,500.00
Urban Infrastructure Group, Inc.: Design of an Irrigation System and Structural System for the Retaining Wall (Refer to attachment for a detailed breakdown and scope of services.)	$10,000.00
Sigma HN Engineering: Design of Electrical Lighting for the parking lot adjacent to the San Carlos CRC. (Refer to attachment for a detailed breakdown and scope of services.)	$ 2,500.00
Total A/E Fees for referenced work:	**$27,900.00**

We also enclose the work previously done for the design and specifications of the landscaping for the Sunflower Park project, along with the design of an entry gate. The invoice for this work is enclosed.

If you have any questions, feel free to call.

Regards,

Hector Rene Garcia
Architect | Partner

MATA garcia ARCHITECTS L.L.P.

ARCHITECTURE

PROJECT MANAGEMENT

INTERIOR DESIGN

February 15, 2016

Mr. Joseph Palacios
Hidalgo County Commissioner Precinct 4
1051 North Doolittle Road
Edinburg, Texas 78542

Re: Landscaping Proposals for the San Carlos Community Resource Center and adjacent Parking Lot and the previously submitted Sunflower Park Entry Gate / Landscaping Proposal

Mr. Palacios:

This proposal is for our firm's coordination of the landscaping / retaining wall / irrigation / electrical lighting consultants on the referenced projects.

Coordination: during design & construction documents coordinate the multiple design teams, facilitate and leading coordination sessions, coordinate work with civil engineer, develop bid package for the construction of the work, conduct the bidding and evaluation process, make recommendation of contractor for contract approval.	$ 6,000.00
On-site observation and coordination: Hold weekly on-site meetings led by construction manager, review and approve technical submittals, weekly reports and contractor applications for payment and architect's monthly on-site progress meetings.	$ 3,900.00
Total fee:	$ 9,900.00

If you have any questions, feel free to call.

Regards,

Hector Rene Garcia
Architect | Partner

Proposal

VIRTUAL X-LAB

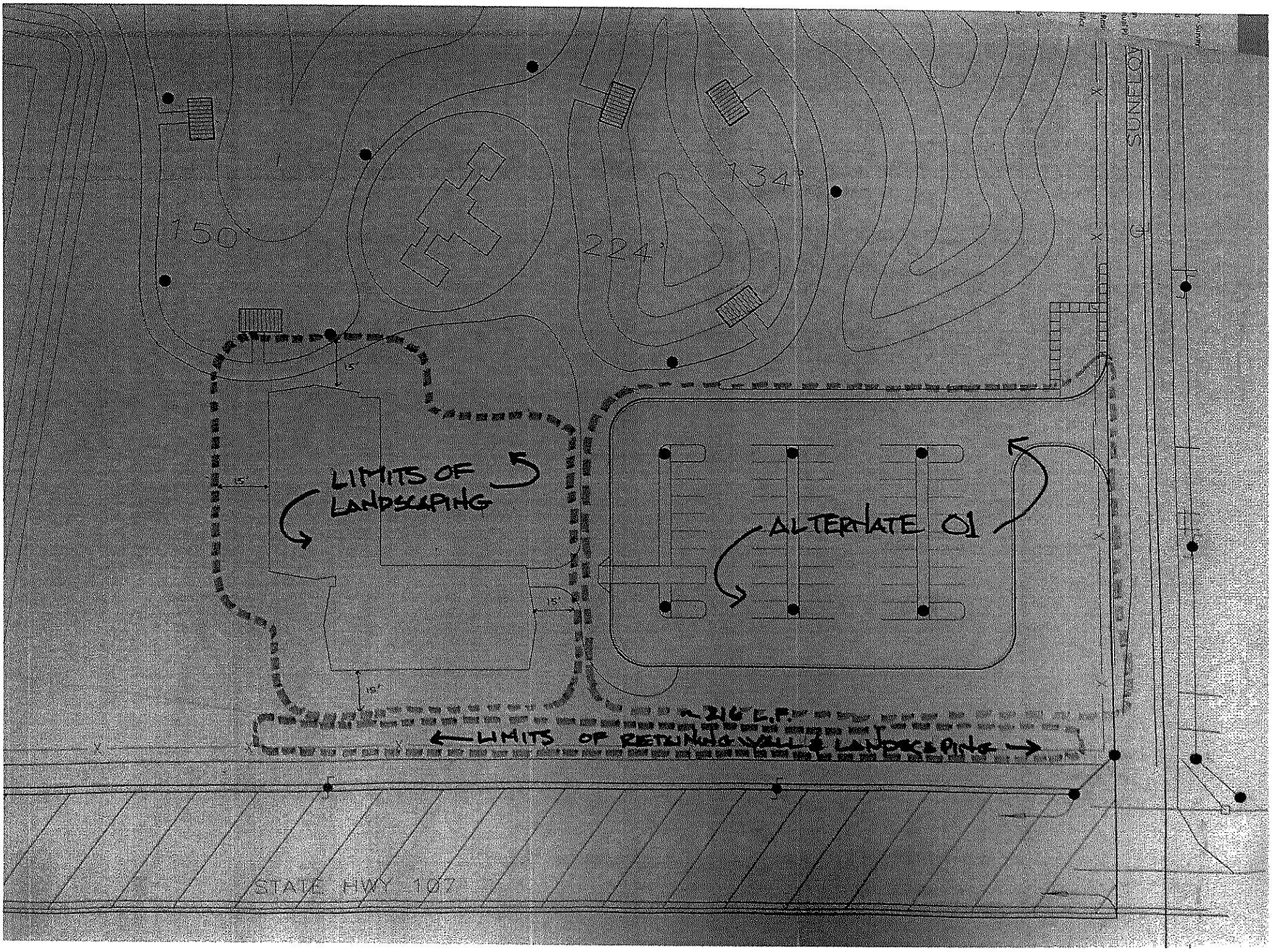
Attention:	Mr. Hector R. Garcia	Project Title:	San Carlos CRC - Landscape Design
Title:	Architect	Project Description:	Native/Adapted Landscaping
Phone Number:	956.631.1945	Project Number:	VXL201601
Address:	1314 Ivy Ave.	Terms:	1. Final approval of concept plan concludes design phase. 2. Payment due in full within ten days upon receipt of invoice
City, State Zip Code:	McAllen, TX 78501		
Date:	2/8/16		

SERVICE DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
Design Phase 1. Pre-design (plant schemes) 2. Conceptual site plan (plant selections, retaining wall design and layout) 3. 3D modeling 4. Artistic perspective rendering of approved design (PDF and 11x17 print) 5. Coordination with Irrigation designer and Ag-Extension 6. Eight (8) meetings	1	$3,100.00	$3,100.00
Alternate 01 Landscaping at Parking lot and along Sunflower road up to the gates	1	$1,000.00	$1,000.00
Deliverables 1. Construction Plans (Two (2) printed sets and PDF) 2. CAD file for use by irrigation designer 3. Specifications	1	$1,400.00	$1,400.00
ADDITIONAL COSTS			
Meeting requested by Client (Per One Hour Meeting)	0	$75.00	0
Revisions to Design after final approval of concept (Per Hour)	0	$50.00	0
		SUBTOTAL	**$5,500.00**
	TAX	**0%**	**$0.00**
		TOTAL	**$5,500.00**

Sincerely,

Mario Garza Jr.
Virtual X-Lab
956.457.9134

If terms and scope are satisfactory please sign and date _____ Date: _____


150'
224'
234'
SUNFLOWER
15'
15'
15'
LIMITS OF LANDSCAPING
ALTERNATE 01
~216 L.F.
LIMITS OF RETAINING WALL & LANDSCAPING
STATE HWY 107

URBAN INFRASTRUCTURE GROUP, INC.

February 15, 2016

Mr. Hector Garcia, AIA
Mata-Garcia Architects, LLP
1314 Ivy Avenuew
McAllen, Texas 78501

Re: Engineering Services
San Carlos Community Center

Dear Hector,
We truly appreciate you considering Urban Infrastructure Group, Inc. (ENGINEER) for this project. This proposal is for assisting Mata-Garcia Architects (CLIENT) with the design of an irrigation system and retaining wall for the San Carlos Community Center (PROJECT), in Hidalgo County, Texas.

This proposal conveys our understanding of the scope of the PROJECT, the services we are providing, and our fee to provide these services.

1.0 Project Basis

Below are our assumptions and general understanding of the Project:

A. The PROJECT is located at 230 N. 86th Street in Edinburg, Texas.

B. Urban Infrastructure Group, Inc. will be working as a sub-consultant to Mata-Garcia Architects on the PROJECT

C. Cost to obtain a geotechnical report is not included in this proposal.

PO Box 729
Donna, Texas 78537

TBPE Firm No. 13094
www.uigtexas.com

P: (956) 464-4710
F: (956) 464-4711

2.0 Scope of Work

The work will include designing a new irrigation system and a retaining wall structure for the San Carlos Community Center. ENGINEER will perform field surveying of the PROJECT site as a basis for design of both the irrigation system and the retaining wall. Work for the survey will include the following:

- Existing structures within project area,
- Existing paving and concrete work,
- Existing water meter and piping,
- Elevations,

A survey sealed by an RPLS will not be provided. ENGINEER will support CLIENT as required during the review processes with Hidalgo County for the proposed improvements. Assistance will include representing the CLIENT at meetings to present the plans as required, and addressing county review comments to complete construction documentation in accordance with Hidalgo County requirements.

2.1 Task No. 1 – Irrigation System

This Task will include a site evaluation, design, and preparation of construction plans and technical specifications for the proposed irrigation system. The irrigation plan will include a site plan depicting the existing structures, existing utilities, proposed irrigation layout with pipe size and type, proposed nozzle locations with size and type, details and standard specifications.

ENGINEER will provide to the CLIENT an estimate of probable construction costs of the proposed improvements.

2.2 Task 2 – Retaining Wall

This task includes the design of the proposed retaining wall structure. The retaining wall plan will include a site plan depicting the existing structures, proposed retaining wall, site grading plan with elevations, dimensioning, details and standard specifications for concrete work.

ENGINEER will provide to the CLIENT an estimate of probable construction costs of the proposed improvements.

3.0 Schedule

Work can begin immediately. If time is of the essence CLIENT will provide a schedule.

4.0 Compensation

Work will be performed on a lump sum basis at costs shown below. All work will be billed on a monthly basis. The budget for each PROJECT task is identified below:

Task No. 1 – Irrigation System $6,500
Task No. 2 – Retaining Wall $3,500

Contract Price **$10,000**

The budget will not be exceeded without prior written approval from the CLIENT.

4.1 Reimbursable Expenses

Reimbursable expenses are not included in the Contract Price above. Reimbursable expenses include but are not limited to photo copies, large format printing, faxes, travel expenses etc. Cost of Reimbursable expenses are listed in Attachment A UIG Fee Schedule.

5.0 Additional Services

It is recognized that certain elements within the scope of work cannot be accurately predetermined or controlled entirely by UIG. Such work will be performed as Additional Services. Work included as additional services includes the following:

- Changes in scope of work after receiving initial directions from the CLIENT.
- Assist the CLIENT in protracted disputes or negotiations with governmental authorities or other interested parties.
- Assist the CLIENT as an expert witness in any litigation with third parties arising from the development of the PROJECT.
- Construction Phase Services/project site representation.

Out of scope and additional services will be reimbursable per hour based on the attached fee schedule Attachment A, plus expenses. Expenses for out of scope and additional services will include direct expenses incurred by UIG, plus 10%. Such expenses will include subcontractors, additional service requests, reproduction costs, vehicle mileage, postage and delivery, etc., as required to complete the PROJECT. Out of Scope services and additional services will only be performed with written approval from CLIENT.

This Agreement is subject to the General Provisions found in Attachment B. CLIENT will be invoiced on a monthly basis for work completed.

If this proposal is acceptable, please sign below and return a copy for our files. If you have any questions or concerns please feel free to call me at 956-464-4710. We look forward to working with you on this project.

Sincerely,
Urban Infrastructure Group, Inc.

Craig A. Gonzalez, P.E.
Principal

Acceptance of Proposal:

_____
Name, Title

_____
Signature Date

ATTACHMENT A
UIG Fee Schedule

Professional Services

Principal	$ 150.00/hour
Senior Consultant	$ 160.00/hour
Project Manager/Project Engineer	$ 120.00/hour
Assistant Engineer II	$ 95.00/hour
Assistant Engineer I	$ 85.00/hour
Designer	$85.00/hour
Engineering Technician	$ 65.00/hour
Secretary	$ 40.00/hour

Reimbursables

8.5x11 Copies (black and white)	$ 0.10/copy
8.5x11 Color Prints/Copies	$ 0.50/copy
11x17 Copies (black and white)	$ 0.20/copy
11x17 Color Prints/Copies	$ 1.00/copy
24" x 36" Bond Plots	$ 4.00/sheet
24" x 36" Vellum Plots	$ 5.00/sheet
24" x 36" Mylar Plots	$ 12.00/sheet
UIG/personnel vehicle mileage	max allowed by IRS

ATTACHMENT B
GENERAL PROVISIONS

TERMINATION

Either party may terminate this Agreement upon giving a verbal notification followed by written notice to the other party within three (3) days. In the event of termination, UIG shall deliver to the CLIENT one (1) reproducible copy of all finished documents, CADD files, models, reports, etc. prepared by the UIG and paid by the CLIENT under this Agreement. Additional copies of these materials shall be made available to CLIENT upon CLIENT compensating UIG for time and expenses required to produce same. UIG shall receive just and equitable compensation for any work performed in accordance with the provisions of this Agreement prior to termination notice.

MISCELLANEOUS

CONTROLLING LAW - This Agreement is to be governed by the law of Hidalgo County, Texas and venue for any suit in conjunction with this Agreement shall be in the District Courts of Hidalgo County, Texas.

DISPUTE RESOLUTION - All claims, disputes or other matters between the CLIENT and UIG, made during or after providing consulting services, shall be first submitted to non-binding mediation.

ARBITRATION - If the CLIENT and UIG fail to reach agreement among themselves or through non-binding mediation, all claims, disputes, and other matters in question arising out of, or thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association.

Limitation of Liability

UIG's liability to the CLIENT for any cause or combination of causes is, in the aggregate limited to any amount not to exceed the fee earned under this Agreement.

Disclaimer of Warranty

UIG makes no representation or warranty with respect to information, reports, or results provided by others to UIG. UIG makes no warranty, express or implied.

SIGMA HN
ENGINEERS, PLLC

701 South 15th Street
McAllen, Texas 78501
(956) 332-3206

PROPOSAL

TO: Hector Garcia , AIA
Mata-Garcia Architects, LLP
1314 Ivy Ave, McAllen TX 78501

DATE: February 11, 2016

FROM: José Antonio Nicanor, PE, LEED AP
Sigma HN Engineers, PLLC
701 S 15th St.
McAllen, TX 78501

SUBJECT: Parking Lot Lighting for Hidalgo County Pct. 4
Sunflower Park
San Carlos, TX

I am pleased to provide this proposal for engineering services at Sunflower Park, San Carlos, TX. I understand the general site improvements consist of parking lot lighting. The parking lot will be for the Sunflower Park and Community Resource Building. To perform the engineering as described in the Scope of Services, we propose the following lump sum fee:

Electrical Engineering Design	$ 2,500

If you find this proposal acceptable, please indicate so by signing the authorization below. We appreciate the opportunity to be of service to you. Should you have any questions, feel free to contact me at 956-533-8103.

Authorization to Proceed with Scope/Fee listed:

_____
Signature Date

_____
Print Name

SIGMA HNI
ENGINEERS, PLLC

701 South 15th Street
McAllen, Texas 78501
(956) 332-3206

SCOPE OF SERVICES

I. ELECTRICAL

- Electrical service site visit survey
- Engineer's estimate of probable cost
- Review of contractor value engineering (if required)
- Design of lighting circuits
- Parking lot lighting (approximately 45 parking spaces)
- Lighting control design
- Voltage drop calculations
- Surge suppression specification

II. CONSTRUCTION ADMINISTRATION

- Pre-Bid Meeting
- Pre-Construction Meeting
- Product Submittal Reviews
- Monthly Construction Meetings
- Payment Application Reviews
- RFI Responses
- Field Observations for General Conformance to Plans and Specifications
- Close out document review

III. PROFESSIONAL FEE

- Engineering Services: **$2,500 Lump Sum.**

- The fee quoted above has been estimated and set to meet the specific requirements for the MEP Systems Design for the above-mentioned project. The Fee is subject to increase if the scope is modified from the original scope description. Any fee increase for additional services will be discussed and mutually agreed upon before commencing any work beyond the basic lump sum fee.

- In recognition of the relative risks and benefits of the Project to both the Client and SIGMA, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, shall not exceed the total compensation received by SIGMA under this Agreement. Higher limits of liability may be negotiated for additional fee.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-16477

Date Filed:
02/22/2016

Date Acknowledged:
02/22/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Mata+Garcia Architects LLP
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Hidalgo Precinct No. 4

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

C130720903
Design of landscaping, retaining walls, irrigation lines, structural elements, electrical lighting and on-site observations as contract amendments to the San Carlos Community Resource Center project.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-16477

Date Filed:
02/22/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Mata+Garcia Architects LLP
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
County of Hidalgo Precinct No. 4

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
C130720903
Design of landscaping, retaining walls, irrigation lines, structural elements, electrical lighting and on-site observations as contract amendments to the San Carlos Community Resource Center project.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

PRISCILLA LOURDES GUERRA
MY COMMISSION EXPIRES
February 25, 2019

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Hector Rene Garcia, this the 22 day of Feb, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Printed name of officer administering oath: Priscilla Lguerra | Title of officer administering oath: Notary Public

AI-53494

Purchasing Department 17.
F. 1.

CC - REGULAR
Meeting Date: 02/23/2016
Submitted For: Marty Salazar, PURCHASING DEPT.
Submitted By: Marty Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of submitted summary(s) and recommendations by Hidalgo County District Attorney, Hon. Ricardo Rodriguez, Jr. presented by Hon. Josephine Ramirez-Solis. Asst. DA-Civil Section [in connection with HB23 and Modified Conflict of Interest Questionnaire] distributed for review to CC on 02-16-16.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
None at this time.

Attachments

presentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	02/19/2016 03:45 PM
Budget & Management	Veronica Ortiz	02/19/2016 03:52 PM
Final Approval	Monica Badillo	02/19/2016 04:54 PM

Form Started By: Marty Salazar Started On: 02/19/2016 03:05 PM
Final Approval Date: 02/19/2016

HB 23 Changes to Conflicts of Interest Disclosure

Josephine Ramirez-Solis
Erin Thorn
Assistant Criminal District Attorneys
Civil Division

Summary

- Conflict of Interest Disclosure (CIQ) was required before, but new parameters are more strict.
- In this presentation:
  - Who, what, when, and where of disclosure under the new statute
  - Recommendations for best practices

Conflict of Interest Law

- Chapter 176 of the Local Government Code dictates required conflict of interest disclosure for local government contracts.
- During the last legislative session, the Texas Legislature passed House Bill 23, which amends Chapter 176.
- The amendments make disclosure mandatory in more circumstances.

Who must disclose?

- Vendors and Local Government Officers of Local Government Entities.
- Vendor = a person who enters or seeks to enter a contract with a local government entity or their agent.
- Local Government Officer =
  - A member of the governing body of the local government entity.
  - The Executive Officer of the governmental entity.
  - An agent of a local government entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor.

What must be disclosed?

- 3 general things must be disclosed:
  - Family relationships
  - Business relationships
  - Financial gifts
- Disclosure slightly different for vendors vs. local government officers.

What must be disclosed: Family relationships

- Up to and including the 3rd degree of *consanguinity* (or blood relationship): parents, siblings, grandparents, great-grandparents, aunts/uncles, nieces/nephews.
- 2nd degree of *affinity* (or marital relationship): spouse, in-laws, stepchildren, stepparents, spouse's grandparents or grandchildren.

What must be disclosed: Employment/Business relationships

- Employment or business relationships when:
  - In the 12 months before the local government entity and vendor enter or consider entering into a contract
  - An officer of the local government entity or their family member (see prior slide)
  - Have received more than $2,500 in taxable income from the vendor (not including investment income).

What must be disclosed: Financial gifts

- Gifts from a vendor to a local government officer:
  - In the 12 months before the local government entity and vendor enter or consider entering into a contract.
  - An officer of the local government entity or their family member (see prior slide).
  - Have received more than $100 in gifts unless:
    - The gifts are valid political contributions or
    - Food accepted as a guest

Who must disclose what?

- Vendors are required by statute to disclose all financial gifts, business/employment relationships, and family relationships.
- Local government entities are required by statute only to disclose financial and business/employment relationships, not family relationships. This might have been an accident.

When must disclosure be made?: Contracts made after Jan. 1, 2016

- The vendor and the local government officer must file a conflict of interest questionnaire no later than 5 p.m. on the 7th business day after they become aware of a relationship or gift that must be disclosed.
- Existing vendors need not fill out a new conflicts of interest form if nothing has changed since the new law came into effect – BUT if it forms a new relationship with a local government entity that it must disclose, it must file an updated conflict of interest questionnaire no later than 5 p.m. on the 7th business day after discovering the interest.

Where must disclosure be made?

- The Texas Ethics Commission has standard forms available:
  - For a vendor: https://www.ethics.state.tx.us/forms/CIQ.pdf
  - For a local government officer: https://www.ethics.state.tx.us/forms/CIS.pdf
- Both the vendor and local government officer should be disclosing the relationship.
- File at purchasing department, it should then be posted online on the purchasing department's section of the County website.

Recommendations for Best Practices:

- Add parameters to procurement advertisements so potential vendors are aware.
- Send advisories to all County offices/departments to ensure those in the County who need to disclose are aware.
- Although not required, have all vendors file a conflict of interest form, even if there is no conflict of interest, to ensure transparency.
- Although not required, have any County employee/official who participates in the selection of a vendor complete a conflict of interest form, even if there is no conflict of interest, to ensure transparency.

More Info

- Texas Ethics Commission questionnaire includes a detailed instructions page: https://www.ethics.state.tx.us/forms/CIQ.pdf
- We are available :
  - via phone at (956)-292-7609
  - Via email at josephine.ramirez@da.co.hidalgo.tx.us or erin.thorn@da.co.hidalgo.tx.us

AI-53457 Closed Session 18. C.

CC - REGULAR

Meeting Date: 02/23/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2016-00607; Claim of Claudia Quiroga

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/18/2016 11:25 AM
Final Approval	Monica Badillo	02/19/2016 04:54 PM

Form Started By: Monica Badillo Started On: 02/17/2016 04:33 PM

Final Approval Date: 02/19/2016

AI-53485 Closed Session 18. D.

CC - REGULAR

Meeting Date: 02/23/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. C-5589-15-F; Hidalgo County v. Volkswagen Group of America, Inc., Audi of America, LLC and Porsche Cars North America, Inc.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/19/2016 01:15 PM
Final Approval	Monica Badillo	02/19/2016 04:54 PM

Form Started By: Monica Badillo Started On: 02/19/2016 12:46 PM

Final Approval Date: 02/19/2016

AI-53496 Closed Session 18. E.

CC - REGULAR

Meeting Date: 02/23/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0262-16-G; Teresa Barrera et al v. Hidalgo County, Texas and Hidalgo County Drainage District No. 1

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/19/2016 03:07 PM
Final Approval	Monica Badillo	02/19/2016 04:54 PM

Form Started By: Monica Badillo Started On: 02/19/2016 03:06 PM

Final Approval Date: 02/19/2016

AI-53470 Closed Session 18. F.

CC - REGULAR

Meeting Date: 02/23/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Santiago A. Lara & Santiago Lara Martinez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/19/2016 09:27 AM
Final Approval	Monica Badillo	02/19/2016 04:54 PM

Form Started By: Aida Alvarez Started On: 02/18/2016 03:42 PM

Final Approval Date: 02/19/2016

AI-53458 Open Session 20. C.

CC - REGULAR

Meeting Date: 02/23/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2016-00607; Claim of Claudia Quiroga

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/18/2016 11:25 AM
Final Approval	Monica Badillo	02/19/2016 04:54 PM

Form Started By: Monica Badillo Started On: 02/17/2016 04:34 PM

Final Approval Date: 02/19/2016

AI-53486 Open Session 20. D.

CC - REGULAR

Meeting Date: 02/23/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. C-5589-15-F; Hidalgo County v. Volkswagen Group of America, Inc., Audi of America, LLC and Porsche Cars North America, Inc.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/19/2016 01:15 PM
Final Approval	Monica Badillo	02/19/2016 04:54 PM

Form Started By: Monica Badillo Started On: 02/19/2016 12:46 PM

Final Approval Date: 02/19/2016

AI-53497 Open Session 20. E.

CC - REGULAR

Meeting Date: 02/23/2016

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0262-16-G; Teresa Barrera et al v. Hidalgo County, Texas and Hidalgo County Drainage District No. 1

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/19/2016 03:14 PM
Final Approval	Monica Badillo	02/19/2016 04:54 PM

Form Started By: Monica Badillo Started On: 02/19/2016 03:08 PM

Final Approval Date: 02/19/2016

AI-53471 Open Session 20. F.

CC - REGULAR

Meeting Date: 02/23/2016

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Santiago A. Lara & Santiago Lara Martinez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	02/19/2016 09:27 AM
Final Approval	Monica Badillo	02/19/2016 04:54 PM

Form Started By: Aida Alvarez Started On: 02/18/2016 03:44 PM

Final Approval Date: 02/19/2016