

Subcontractor for Hidalgo County Mile 17 ½ Road Project

1. Pulido's Diamond Coring
318 Salinas Drive
Sullivan City, TX 78595

Note: Credentials/certificates are attached.





CERTIFICATION


Jase Pulido

Level 1A - Plant Production Specialist - #2807

has successfully completed the minimum requirements for the certification level noted above.
The rights and responsibilities of this certification must be upheld to remain valid.

DATE: **07-17-2015**

EXPIRES: **07-17-2018**


Director of Technical Services



CERTIFICATION

Jase Pulido

Level 1B - Roadway Specialist - #4932

has successfully completed the minimum requirements for the certification level noted above.
The rights and responsibilities of this certification must be upheld to remain valid.

DATE:

09-26-2013

EXPIRES:

09-26-2016

Executive Vice President



CERTIFICATION

Jose Pulido

Level 2 - Mix Design Specialist - #1092

has successfully completed the minimum requirements for the certification level noted above.
The rights and responsibilities of this certification must be upheld to remain valid.

DATE: **06-20-2014**
EXPIRES: **06-20-2017**

Executive Vice President

956-237-5191

956-890-2215



TX DOT
CERTIFIED
LEVEL 1-A
LEVEL 1-B

ACI
NICET

PULIDOSDIAMONDCORING@GMAIL.COM

SERVICES	RATES		MINIMUM	UNITS	TOTAL
Asphalt Testing					
Asphalt Technician	\$ 32.00	Per hour	3 hour	0	\$ -
Asphalt Mix Verification	\$ 200.00	Test		0	\$ -
Trip Charge	\$ 35.00	Trip		0	\$ -
				Sub-Total	\$ -
Concrete Testing					
Concrete Technician	\$ 32.00	Per hour	3 hour	0	\$ -
Concrete Cylinders	\$ 16.00	Cylinder	4 Cyl./ Set	0	\$ -
Trip Charge	\$ 35.00	Trip		0	\$ -
				Sub-Total	\$ -
Soil Testing					
Soils Technician	\$ 32.00	Per hour	3 hour	0	\$ -
Trip Charge	\$ 35.00	Trip		0	\$ -
				Sub-Total	\$ -
Total Estimated Budget					\$ -

Overtime is defined as all hours in excess of eight per day, outside of the normal hours of 7:00 a.m. to 6:00 p.m. Monday through Friday and all hours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted. A minimum of 24 hours notice is required to schedule services.

BINDER

Quirk & Company

PO Box 792030, San Antonio, Texas 78279-2030
Toll-Free: 800-299-9421 Phone: 210-342-9421 Fax: 210-340-4075

Producer: Montalvo Insurance Agency - 91208

Date: Apr 30, 2016

Attention: Mickey Pedraza

Binder Provided By: Thomas R Blaquez, ext. 172, email: tblaquez@quirkco.com

Policy Number: VBA420053

Effective Date: 04/29/2016 12:01 AM CST

Term: 12 Months

Named Insured: Pulido Diamond Coring; Jose Pulido DBA

Insurer: Covington Specialty Insurance Company

Coverage: ISO 04/13 Form - CGL 04/13 Contractor

Limits	
Per Attached	Per Attached

Deductible	
Per Attached	Per Attached

Terms: Per Attached Covington Specialty Insurance Company offer dated: 04/19/2016

Subject To: Per Attached Covington Specialty Insurance Company offer dated: 04/19/2016

FLAT CANCELLATION NOT PERMITTED
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Premium:	\$1,498.00	Minimum Earned Premium: 25%
TRIA:	\$0.00	
Fee:	\$200.00	
Taxes:	\$82.35	
Stamping Fee:	\$2.55	
Total:	\$1,782.90	

PLEASE REVIEW THE BINDER CAREFULLY. THIS BINDER IS BASED ON THE TERMS AND CONDITIONS INDICATED, WHICH MAY VARY OR BE MORE RESTRICTIVE THAN THOSE REQUESTED IN THE ORIGINAL APPLICATION OR OTHERWISE.

This binder is intended for use as evidence that the insurance described is in effect. In the event of any inconsistency between the binder and the policy which will replace it, the terms, conditions, and provisions of the policy shall prevail.
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This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus line coverage pursuant to the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and this insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of 4.85 percent tax on gross premium.

Commercial General Liability Proposal

Name Insured: Pulido Diamond Coring

Company Name: Covington Specialty Insurance

Policy Term: Annual

Coverage: General Liability

Limits:

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed
- \$1,000,000 Personal/Advertising Injury
- \$1,000,000 Each Occurrence
- \$ 100,000 Damage to Rented Premises
- \$ 5,000 Medical Payments

Basis: Payroll Owner Only



ALL FORMS OF INSURANCE



SUBCONTRACTOR MASTER SERVICES AGREEMENT

This **SUBCONTRACTOR MASTER SERVICES AGREEMENT** ("Agreement") is between Pulido's Diamond Coring ("Subcontractor") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Subcontractor for Consultant on various Projects under this Agreement ("Project.") Unless specifically stated otherwise on an individual Task Order or authorized by Consultant in writing, all terms in this Agreement shall apply to services performed by Subcontractor. Subcontractor shall be bound by the terms and conditions of Consultant's agreement with Client ("Prime Agreement") to the same extent Consultant is bound to Client. A copy of the Prime Agreement for any Project shall be available in Consultant's office and will be provided to Subcontractor upon request.

1. **Initiation of Services.** Services shall be initiated upon receipt of task order or written authorization. Task Orders and Consultant written authorizations are hereby incorporated into this Agreement. Services cannot be initiated by verbal authorization unless specifically set forth in this Agreement. Time is of the essence in the performance of this contract.
2. **Compensation/Payments to Subcontractor.** Subcontractor agrees to perform the services for compensation as set out in the applicable Task Order. Subcontractor may invoice Consultant on a single invoice basis for work completed under the terms of this Agreement or not more frequently than monthly. Payment will be made upon Consultant's receipt of payment from its client on account of Subcontractor's work and invoice. If the client retains payment from Consultant, a proportionate amount will be retained from Subcontractor's payment until the retainer is paid to Consultant. Invoices should be mailed to Consultant at the address listed below. Prior to payment, Consultant may require lien waivers or other similar lien releases from Subcontractor. Consultant may deduct from any amounts owing to Subcontractor any amounts due or to become due from Subcontractor to Consultant or its client.
3. **Insurance.** Subcontractor shall procure and maintain the following minimum insurance for the same period of time Consultant is required to maintain insurance under the Prime Agreement, as applicable to Subcontractor's services hereunder. Higher limits of liability may be required by the Prime Agreement.

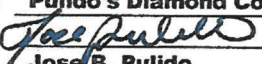
<u>Type of Insurance</u>	<u>Limits of Liability</u>
a. Worker's Compensation	Statutory Worker's Compensation
b. Employer's Liability	\$500,000 Employer's Liability
c. Comprehensive General Liability	\$500,000 (each occurrence / aggregate)
Personal Injury/Property Damage	
d. Automobile Liability	\$500,000
Bodily Injury and	All vehicles covered
Property Damage Combined	Hired car and non-owned autos
e. Excess Liability (Umbrella form)	\$1,000,000
f. Professional Liability (errors and omissions)	\$1,000,000
if applicable	

The comprehensive general liability insurance required hereunder will include contractual liability coverage, including coverage for Subcontractor's obligations under paragraph 5 of this Agreement. Consultant shall be named as an Additional Insured under policies c, d and e, and the policies shall not be cancelled or materially modified without the insurer first giving thirty (30) days' written notice to Consultant. Prior to providing Services, Subcontractor shall mail a certificate of insurance to Consultant at the address shown below. Subcontractor shall provide a waiver of subrogation for policies a, c, d and e.

4. **Warranty.** Subcontractor warrants to Consultant that it possesses the expertise, capability, equipment and personnel to properly perform its services hereunder, that it is properly and legally licensed (if applicable) to perform such services, that it shall at all times comply with all applicable laws, ordinances and regulations, and that it shall perform all services in a good, workmanlike, efficient and non-negligent manner.
5. **Indemnification.** Subcontractor shall indemnify and hold harmless Consultant, its client, and their parents, affiliates, subsidiaries, officers, directors, employees, and their successors, heirs and representatives from any responsibility or liability in any way for claims, losses, damages or expenses, including reasonable attorney fees, arising out of death, injuries, or damages to any person, or damage or destruction of any property, including loss of use thereof, arising out of, incident to, or in connection with this Agreement and caused by Subcontractor's performance of services hereunder.
6. **Supervision.** Subcontractor shall perform all services covered by this Agreement as an independent contractor, maintaining full and complete control over Subcontractor's employees and all of its sub-subcontractors. Consultant shall have no control or right to control such employees and sub-subcontractors, except as herein provided. Subcontractor assumes to Consultant the same responsibilities which Consultant assumes to its client.
7. **Quality.** Subcontractor is responsible to Consultant for the quality of the results and services performed or rendered hereunder, and such results and services must meet with the approval of Consultant or its designated representatives. Quality Assurance provisions required by Consultant's contract with its client will flow through to Subcontractor. Consultant reserves the right to make appropriate inspections to determine that such provisions for quality assurance are met. Consultant's failure to make such inspections or any other inspections or tests to discover defective or deficient workmanship or data, shall not relieve Subcontractor from any responsibility under this Agreement. Payment of any funds by Consultant shall not constitute a waiver or acceptance of defective or deficient services.
8. **Safety.** Safe practices are a priority in the performance of this Agreement. Subcontractor will fully comply with the provisions of Federal, State and local health and safety requirements and standards, including, but not limited to: the Federal Occupational Safety and Health Act of 1970 ("Act"); any applicable revisions or interpretations of the Act; any rules and regulations of the Act, including medical surveillance, training, and additional health and safety requirements set forth in 29 CFR 1910.120, where applicable; and all provisions of applicable state or local codes.
9. **Confidentiality.** Consultant may disclose confidential or proprietary information of Consultant or its client to Subcontractor. Subcontractor agrees not to disclose any such information to any person unless requested in writing by Consultant to do so, and to bind its employees, officers, agents and subcontractors to this same obligation. Subcontractor will require its employees to sign a Confidentiality Agreement if requested by Consultant or if required by the Prime Agreement.

- 10. Termination.** The Agreement shall be in effect indefinitely from the date of execution, except as otherwise provided herein. This Agreement may be terminated at any time by Consultant upon giving five (5) days written notice. Subcontractor shall, upon request, transmit promptly to Consultant all samples, field data, laboratory data, analyses, tests, calculations, notes and results relating to any Project and Subcontractor's services hereunder. Subcontractor will be paid in accordance with the terms of this Agreement for all services properly completed through the date of termination. Consultant shall not be obligated hereunder or otherwise liable to pay Subcontractor any other costs, losses, damages or expenses arising out of or related to such termination.
- 11. Records.** Subcontractor shall retain in legible form all logs, field data, laboratory data, samples, analyses, calculations, notes and other records relating to the Project and Subcontractor's services hereunder for a period of three (3) years following completion of the Project or termination of services under this Agreement, whichever is longer. During the term of this Agreement and for a period of two (2) years after termination, Consultant has the right to audit Subcontractor's records with respect to the Project upon reasonable notice and during regular business hours.
- 12. Compliance with Laws.** Subcontractor warrants that it complies with applicable federal, state and local statutes and regulations, including employment, wage and hour, and immigration laws. The Subcontractor agrees, in connection with the performance of work under this Agreement, not to discriminate against any employee or applicant for employment because of race, religion, color, age, disability, sex, sexual orientation, gender identity, national origin, or veteran status. **The parties hereby agree to comply with Executive Orders 11246 and 13496, and hereby incorporate herein the requirements of 41 C.F.R. §§60-1.4(a)(1)-(7); 41 C.F.R. § 60-741.5 (a); 29 C.F.R. part 471, Appendix A to Subpart A; 41 C.F.R. 60-300.5(a); and all other federal acquisitions regulations governing this Agreement, if applicable. These regulations prohibit discrimination against individuals based on race and gender, and against qualified protected veterans and qualified individuals on the basis of disability.** The regulations require affirmative action by covered prime contractors and subcontractors to employ and advance in employment minorities, women, qualified protected veterans, and qualified individuals with disabilities.
- 13. Social Security and Wage Tax Liability.** With respect to all persons at any time employed by or on the payroll of Subcontractor and performing any services directly or indirectly under this contract, Subcontractor accepts full and exclusive liability for the payment of all contributions or taxes for unemployment insurance, old age retirement and other benefits, pensions, annuities, and wage or income taxes for unemployment insurance now or hereafter imposed by the United States and any state or political subdivision. If Consultant is required by law to pay any contribution, tax or penalty because of Subcontractor's failure to furnish this information, Subcontractor shall immediately reimburse Consultant for the entire amount paid by Consultant.
- 14. Wage and Hour.** Subcontractor warrants that in connection with its services specified herein, Subcontractor will comply with all applicable requirements of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor including the Service Contract Act and Davis-Bacon Act, where applicable. Additionally, Subcontractor will comply with 29 CFR Part 471, regarding posting notices of employees' rights under federal labor laws.
- 15. Changes.** This Agreement may not be changed or amended except by written agreement by both parties. Consultant reserves the right at any time to make changes in the scope or specifications for any service hereunder. Any difference in price or time for performance resulting from such changes shall be equitably adjusted, and the Agreement and/or schedule shall be modified in writing accordingly. Any change to quality, quantity, or nature of services provided shall be agreed to by both parties in writing. Subcontractor shall promptly notify Consultant of any significant changes in Subcontractor's services or variations from this Agreement.
- 16. Permit and Responsibility.** Subcontractor shall, without expense to Consultant, obtain all required licenses, permits, and inspections, and shall obey and abide by all applicable rules, regulations, laws and ordinances governing the services. Unless otherwise agreed, Subcontractor shall contact the public utility companies and make arrangements for location of their underground properties. Subcontractor will also make reasonable efforts to locate all private utilities. It shall be the responsibility of Subcontractor to communicate with proper authorities to its sole satisfaction and to conduct its work in such a manner that the utilities/subterranean structures will not be damaged.
- 17. Applicable Law.** This Agreement is subject to and is to be construed according to the same laws that govern the Prime Agreement, or in the absence of such a provision in the Prime Agreement, then according to Kansas law.
- 18. Survival.** Sections 4, 5, 8, 9, 11, 12, 13 and 14 shall survive the termination of this Agreement.
- 19. Independent Contractor.** Subcontractor acknowledges that it is at all times acting as an independent contractor under this Agreement and not as an agent, employee, joint venture or partner of Consultant.

Consultant: Terracon Consultants, Inc.
 By:  Date: 5/5/2016
 Name/Title: Jorge A. Flores / Office Manager III
 Address: 1506 Mid Cities Dr
Pharr, TX 78577-2128
 Phone: (956) 283-8254 Fax: (956) 283-8279
 Email: Jorge.Flores@terracon.com

Subcontractor: Pulido's Diamond Coring
 By:  Date: 5-5-2016
 Name/Title: Jose B. Pulido
 Address: 318 Salinas Dr., Sullivan, Texas 78595
 Phone: (956) 237-5191 Fax: _____
 Email: pulidosdiamondcoring@gmail.com

Reference Number: 8816SMSA100